

MIDDLESEX COUNTY, NEW JERSEY
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

SUBGRANT AGREEMENT

TOWNSHIP OF NORTH BRUNSWICK

THIS AGREEMENT, entered into this 16th day of January, 2025 by and between the **MIDDLESEX COUNTY BOARD OF COUNTY COMMISSIONERS**, (hereinafter referred to as the "County") and the Township of North Brunswick (hereinafter referred to as the "Municipal Subgrantee").

WHEREAS, on 6/20/2024, the Middlesex County Board of County Commissioners approved and authorized the submission of an Action Plan for the Use of Funds for Program Year 2024 to the U. S. Department of Housing and Urban Development (HUD); and

WHEREAS, said Action Plan included projected funding for various projects submitted by the Municipal Subgrantee; and

WHEREAS, the Department of Housing and Urban Development has accepted the County's Consolidated Plan and Action Plan for Program Year 2024.

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

1. SCOPE OF SERVICES

The Municipal Subgrantee will be responsible for the administration of the following activities utilizing a total of \$ 118,714.00 in Program Year 2024 Community Development Block Grant Funds:

ACTIVITY NAME	ACTIVITY FUNDING AMOUNT	HUD ACTIVITY CATEGORY
Babbage Park Improvements	\$78,714.00	Public Improvement
Code Enforcement Program Salary Reimbursement	\$40,000.00	Code Enforcement

Each of the above activities is described in more detail under Attachment A. Funds available under this Subgrant Agreement will be applied toward the specific activities enumerated in Attachment "A". The County and the Subgrantee may revise the Project Description by mutual consent, PROVIDED the category of beneficiaries, basic purpose of the project, project location, or HUD activity category are not changed, which require amendment of the Consolidated Plan and this Agreement.

2. TIME OF PERFORMANCE

Implementation of the project shall commence as soon as this Subgrant Agreement is fully executed and shall proceed in accordance with the schedule set forth in Section 2 of Attachment A. The County and the Subgrantee may revise the implementation schedule by mutual consent.

3. TIMELY EXPENDITURE REQUIREMENT

All CDBG funds must be expended within 24 months of the commencement of the July 1st program year or this Subgrant Agreement will be terminated. (For Program Year 2024 this deadline June 30, 2026.)

For any project not fully expended and vouchered for payment by the deadline, the municipality can apply for an extension. The written request to the County must explain progress to date; explain circumstances which prevent timely expenditure; and give a timeline for full expenditure. Extensions are granted at the discretion of the County.

This Subgrant Agreement can be terminated if funds are not completely expended at the conclusion of the extension.

Funds that are recovered at the conclusion of the contract period will be reprogrammed to the next year's Action Plan.

4. COMPENSATION

It is expressly agreed and understood that the total compensation to be paid by the County under this Subgrant Agreement for the above-described eligible activities shall not exceed \$118,714.00.

5. COMMUNICATIONS

The Subgrantee will direct all communications concerning this Subgrant Agreement to: Samantha Garcia, Housing Planner, Middlesex County Division of Housing, 75 Bayard Street, 2nd Floor, NJ 08901 or samantha.garcia@co.middlesex.nj.us.

The Subgrantee has designated the following individual as Community Development Liaison, and all communications concerning this Subgrant Agreement will be directed to:

Name: Mark Rasimowicz, Grant Manager	Phone: 732-247-0922 ext. 206
Address: Township of North Brunswick	Email: mrasmowicz@northbrunswicknj.gov
Address: 710 Hermann Rd	Fax: 732-289-3822
City, State Zip: North Brunswick, NJ 08902	

6. RECORDS AND REPORTS

The Subgrantee agrees to establish and maintain sufficient records in a format acceptable to the County in order to enable the County to determine whether the Subgrantee has met the regulations of the US Department of Housing and Urban Development.

- A. General record keeping requirements are covered in the applicable Code of Federal Regulations (CFR) Sections listed in Attachment B. Special record keeping requirements for Community Development projects are outlined in Attachment C. With respect to financial records, the Subgrantee must specifically maintain a comparison of outlays and budget amounts for each component of the project, keep supporting documentation for all costs, and substantiate the reasonableness and eligibility of all costs.
- B. The Subgrantee shall submit project progress reports and financial status reports on a regular basis according to a schedule determined by the County, or by special request from the County, and in a format acceptable to the County.

- C. Currently, audits must be submitted annually, and regular progress reports must be submitted quarterly at deadlines established and communicated by the Middlesex County Division of Housing, Community Development & Social Services.
- D. Vouchers will not be processed unless progress reports are current, and payments due will be withheld for overdue or incomplete (as determined by the County Staff) progress reports. Subgrantees will be notified by email and/or regular mail.

7. PAYMENTS

- A. The County agrees to pay the Subgrantee for all reasonable and allowable project costs in accordance with the project budget set forth in Section 3 of Attachment "A" upon submission of a bona fide Middlesex County Miscellaneous Voucher with complete documentation.
- B. Payments can only be made for costs incurred after full execution of the Agreement, except the County may at its option permit reimbursement for pre-award costs provided such reimbursement would be in full compliance with 24 CFR § 570.200(h).
- C. Subgrantees may pay contractors and request reimbursement. For instances where the county's payment is not for reimbursement, the subgrantees must disburse funds to the contractor(s) within 3 days of receipt of check.
- D. Subgrantees are expected to submit invoices for project expenditures at least quarterly in conjunction with the required progress reports. This is necessary to ensure compliance with the timeliness requirements for the CDBG program contained in 24 CFR § 570.902.
- E. All payments must be approved by the Board of County Commissioners and are therefore tied to its meeting schedule. In general, Middlesex County has two bill paying meetings each month to approve submitted and reviewed vouchers. The County is not responsible for payment delays caused by events beyond its control, e.g. HUD or bank actions.
- F. The County may suspend, withhold, or terminate payment of the said activity in whole or in part for the following reasons:
 - Improper use of activity funds.
 - Failure to comply with the terms and conditions of this agreement.
 - Failure to comply with all conditions imposed by the US Department of Housing and Urban Development.
 - If the carrying out of the terms of this agreement is rendered impossible for any reasons including changes in Federal Law or the unavailability of funds from the US Department of Housing and Urban Development which are necessary for the continuation of the CDBG program.

8. AMENDMENTS

The County and/or the Subgrantee may, from time to time, require changes in the scope of services to be performed hereunder. Such changes, excluding those specified in Sections 1, 2, and 3 above, which are mutually agreed upon by and between the County and the Subgrantee shall be incorporated in written amendments to this Subgrant Agreement.

9. TERMINATIONS

This Subgrant Agreement may be terminated by either party subject, however, to compliance with the termination provisions as set forth in Attachment B.

10. PROGRAM CANCELLATION

It is understood that this Subgrant Agreement is financed by Federal funds and in the event the Federal government discontinues the program or cancels the payment of additional funds, the County reserves the right to cancel this Subgrant Agreement on five days' notice effective immediately, and in such event the County shall only be obligated for the payment under this Agreement for services rendered or work performed prior to the effective date of cancellation.

11. OBLIGATIONS OF SUBGRANTEE WITH RESPECT TO CERTAIN THIRD-PARTY RELATIONSHIPS

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

12. GENERAL TERMS AND CONDITIONS

This Subgrant Agreement is subject to and incorporates all of the terms and conditions outlined in Attachment B and the Subgrantee agrees to comply with all such terms and conditions.

13. CITIZEN PARTICIPATION REQUIREMENTS FOR MUNICIPALITIES

The Subgrantee, if a municipality, agrees to comply with the requirements of the Middlesex County Consolidated Plan Citizen Participation Plan as adopted by the Housing and Community Development (HCD) Committee and the Board of County Commissioners.

14. CONTINUED GOOD STANDING FOR PRIVATE NONPROFIT CORPORATIONS

The Subgrantee, if a private nonprofit corporation must provide a copy of a Certificate of Good Standing from the New Jersey Secretary of State as a condition for execution of this Agreement, must maintain its good standing for the duration of the Agreement, and agrees to provide documentation of its continued good standing to the County on request.

15. SPECIAL CONDITIONS

If applicable, any special conditions pertaining to this Subgrant Agreement are specified in Attachment D.

IN WITNESS WHEREOF, the County and the Subgrantee have executed this Agreement as of the date first above written.

Attest:

MIDDLESEX COUNTY BOARD OF COUNTY COMMISSIONERS

DocuSigned by:

Amy Petrocelli

66AE407FA5AB467...

Amy Petrocelli
Clerk of the Board

Signed by:

Ronald G. Rios

463A26B394FF496...

Ronald G. Rios, Director

DS

SG

Authorized for County Signatures

Attest:

TOWNSHIP OF NORTH BRUNSWICK

DocuSigned by:

Lisa Russo

65867D4B1BA542B...

Clerk or Notary
with Seal

DocuSigned by:

Francis Womack

By:

6B40084C6EE14F0...

(Signature)

DS

LR

Authorized for Municipal Signatures

Name: Francis Womack

(Print)

Title: Mayor

Approved as to form and legality.

DocuSigned by:

Niki Athanasopoulos

5302537CBA7A4A6...

Niki Athanasopoulos, Esq.
First Deputy County Counsel

**ATTACHMENT "A" TO CDBG SUBGRANT AGREEMENT
(CONSTRUCTION PROJECT)**

MUNICIPALITY: Township of North Brunswick
PROJECT NAME: Babbage Park Improvements
PROJECT ADDRESS: Hollywood Street

Section 1: PROJECT DESCRIPTION

Describe in detail the project to be undertaken with the subgrant. Only those project components described below will be eligible for reimbursement. Please note that the following project must conform to all Codes and the requirements of Federal, State and local regulatory agencies having jurisdiction, including but not limited to Construction Code, National Plumbing Code, NFPA, BOCA, ASHRAE and SMACNA as applicable.

Babbage Park Improvements Project will focus on the parking lot upgrades particularly replacement of the lighting to ensure adequate and proper parking lot lighting levels for all users of the park.

Section 2: PROJECT IMPLEMENTATION SCHEDULE

If any activity isn't applicable to this project, please enter N/A.

<u>ACTIVITY</u>	<u>COMPLETION DATE</u> (Month & Year)
Advertise for A/E Firm	March 2025
Receive A/E Proposals	April 2025
Award A/E Contract	May 2025
Solicit Construction Bids	December 2025
Receive Construction Bids	January 2026
Award Construction Contract	February 2026
Pre-Construction Meeting	March 2026
Commence Construction	April 2026
Complete Construction	July 2026

ATTACHMENT "A" TO CDBG SUBGRANT AGREEMENT (CONSTRUCTION PROJECT)

MUNICIPALITY: Township of North Brunswick
PROJECT NAME: Babbage Park Improvements

Section 3: APPROVED PROJECT OPERATING BUDGET: column b + column c. **must** = column a. throughout the Table

BUDGET CATEGORIES	a. TOTAL PROGRAM OPERATING BUDGET	b. CDBG SUBGRANT FUNDS	c. OTHER FUNDS	d. SOURCE OF OTHER FUNDS
A. A/E Design Fees				
B. Project Construction Cost	\$160,000.00	\$78,714.00	\$81,286.00	CDBG FY 2025-2026
C. A/E Supervision Costs				
D. Other (please specify)				
E. Other (please specify)				
F. Contingency				
G. TOTAL	\$160,000.00	\$78,714.00	\$81,286.00	CDBG FY 2025-2026

**ATTACHMENT "A" TO CDBG SUBGRANT AGREEMENT
(CODE ENFORCEMENT)**

MUNICIPALITY: Township of North Brunswick
PROJECT NAME: Code Enforcement Program Salary Reimbursement

Section 1: PROJECT DESCRIPTION

A. Summary Narrative:

This project will fund the salary of Code Enforcement Officers whose primary job duty is to enforce property maintenance codes and housing standards, and to promote the individual housing rehabilitation and preservation program for those who may be income eligible.

Code inspections are conducted to protect the health and safety of the residents, and to monitor and maintain buildings to prevent vandalism and further deterioration so that neighborhoods are well-maintained and experience less crime. Through additional personnel and increased man hours dedicated to this initiative there needs to be supplemental funding.

B. Level(s) of Service:

- 1. Number served is calculated based on the number of **UNDUPLICATED PERSONS** located in the eligible LMA areas.

Please list the Census Tracts & Block Groups that will be served by this activity:

Primarily 61.01, 61.03, 61.04, and 62.07.

- 2. Number of unduplicated persons or households that will be served by this grant 9,305
Division of Housing Staff will calculate & complete this number based on the above listed tract and block groups:
- 3. Anticipated number of Code Violations issued to households in targeted LMA areas 150

Section 2: PROJECT IMPLEMENTATION SCHEDULE

<u>ACTIVITY</u>	<u>COMPLETION DATE (Month & Year)</u> <u>OR FREQUENCY</u>
Project Start	July 2024
Project Completion	June 2025

ATTACHMENT "A" TO CDBG SUBGRANT AGREEMENT (CODE ENFORCEMENT)

MUNICIPALITY: Township of North Brunswick
PROJECT NAME: Code Enforcement Program Salary Reimbursement

Section 3: APPROVED PROJECT OPERATING BUDGET: column b + column c **must** = column a. throughout the Table
 All items to be funded from this Subgrant and from other sources must be specified on Page A-3. Please follow the separate instructions provided.

BUDGET CATEGORIES	a. TOTAL PROGRAM OPERATING BUDGET	b. CDBG SUBGRANT FUNDS	c. OTHER FUNDS	d. SOURCE OF OTHER FUNDS
A. Personnel - Project Salary - Adm/Supv Salary - Fringe Benefits	\$150,000.00	\$40,000.00	\$110,000.00	Municipal Budget
B. Consultants/ Contractual Services				
C. Travel / Training				
D. Facility Costs				
E. Equipment				
F. Materials / Supplies				
G. Direct Assistance to Clients		NOT ELIGIBLE		
H. Other (please specify)				
I. TOTAL:	\$150,000.00	\$40,000.00	\$110,000.00	Municipal Budget

ATTACHMENT "A" TO CDBG SUBGRANT AGREEMENT

MUNICIPALITY: Township of North Brunswick
PROJECT NAME: Code Enforcement

Section 4: BUDGETARY BREAKDOWN

A. Specification of Budget Items for CDBG funds

Please identify how the CDBG funds will be used for each budget category listed on page A-2.

This project will fund the salary of Code Enforcement Officers whose primary job duty is to enforce property maintenance codes and housing standards, and to promote the individual housing rehabilitation and preservation program for those who may be income eligible. Code inspections are conducted to protect the health and safety of the residents, and to monitor and maintain buildings to prevent vandalism and further deterioration so that neighborhoods are well-maintained and experience less crime.

B. Sources of Other Funds:

Have all the sources of the Other Funds listed on page A-2 already been received or committed?

Please check: Yes No

If no, please explain and provide explanation of how the project will proceed without this funding.

**ATTACHMENT B - GOVERNMENT ENTITIES
GENERAL TERMS AND CONDITIONS**

1. COMPLIANCE WITH FEDERAL REGULATIONS

The Subgrantee agrees to comply with all federal regulations governing the grant of money under which this Agreement is made available as they apply as of the date of the Agreement, and as such regulations may be amended by the Federal Government or agencies, except that the County retains environmental responsibilities under 24 CFR § 570.1 et seq.

2. COMPLIANCE WITH FEDERAL STANDARDS REGARDING AWARDS & PROCUREMENT

The Subgrantee shall comply with the requirements of 2 CFR Part 200, including specifically, § 200.318 (Procurement Standards) and § 200.331 (Subrecipient and Contractor Determinations) and including:

- A. Grantees and Subgrantees will use their own procurement procedures, which reflect applicable State and local laws and regulations provided that the procurements conform to applicable Federal law and standards.
- B. Although the New Jersey Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) permits the awarding of professional service contracts without competitive bidding, subgrantees awarding professional service contracts must comply with the requirements of Federal legislation.
- C. The Department of Housing and Urban Development requires Subgrantees to obtain competitive proposals for professional services whereby competitors' qualifications are evaluated, and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. Public Notice for Request for Proposals must be published at least once in a newspaper of general circulation in the municipality.

3. COMPLIANCE WITH UNIFORM ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES

The Subgrantee shall comply with all requirements and standards of OMB Circular No. A-87, Revised "Cost Principles for State, Local, and Indian Tribal Governments,"

4. COMPLIANCE REGARDING AUDITS AND INSPECTIONS

At any time during normal business hours, and as often as the County may deem necessary, there shall be made available to the County or to the Federal Government for examination, all of the Subgrantee's records with respect to all matters covered by this Agreement. The Subgrantee will permit the County and the Federal Government to audit, examine and make excerpts or transcripts.

Subgrantees that receive \$25,000 or more a year in Federal financial assistance of any form shall have an audit made in accordance with the Single Audit Act of 1984 (31 USCA § 7501 et seq.). Subgrantees are also bound by Audit Requirements under 2 CFR 200.501.

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

- A. If the Subgrantee materially fails to comply with any term or provision of this Agreement, whether stated in a federal statute or regulation, an assurance or in an application, or if the Subgrantee breaches any term or provision of the Agreement, the County may take one or more of the following actions:
 - (1) Temporarily withhold cash payments pending correction of the deficiency by the Subgrantee;
 - (2) Disallow all or part of the cost of the activity or action not in compliance;
 - (3) Wholly or in part suspend or terminate the Agreement and the subgrant for the Subgrantee's project;
 - (4) Require the Subgrantee to repay to the County all or part of any funds disbursed under this Agreement;

- (5) Take such other remedies as may be legally available to the County.

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

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

B. Except as provided in Section "A." above, this Agreement may be terminated in whole or in part only in the following manner:

- (1) by the County with the consent of the Subgrantee. The parties shall mutually agree upon the termination conditions including the effective date and, in the case of partial termination, the portion to be terminated.
- (2) by the Subgrantee or the County upon written notification to the other party setting forth the reasons and basis for such desired termination, the effective date and, in the case of a partial termination, the portion to be terminated. However, in the case of partial termination, if the County determines that the remaining portion of the program will not accomplish the purposes for which the award was made, the County may terminate the award in its entirety.

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

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

6. PROGRAM INCOME REQUIREMENTS

All Program Income, as defined in 24 CFR § 570.500(a), earned during any period under which the Subgrantee is assisted, shall be forwarded to the County as expeditiously as possible. The policy of the County is to return all program income to the Subgrantee for use in the project that generated it, but the County retains the right to allocate all program income as it deems appropriate.

Proceeds from the sale or other disposition of personal property shall be governed in accordance with 2 CFR pt. 200.

7. REVERSION OF ASSETS REQUIREMENTS

Upon the expiration of the Subgrant Agreement, the Subgrantee shall transfer to the County any CDBG funds on hand at the time of the expiration and any accounts receivable which are attributable to the use of CDBG funds. In addition, Subgrantee shall transfer and return to the County any equipment and unused supplies purchased with CDBG funds.

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

- A. used to meet one of the national objectives contained in 24 CFR § 570.208 until five years after completion of the project, which constitutes the expiration of this Subgrant Agreement, or such longer period as determined appropriate by the County; or
- B. disposed of in a manner that results in the County being reimbursed in the amount of the fair market value of the property less any portion of such value attributable to non-CDBG funds acquisition or improvement to the property. Reimbursement is not required after the five-year period set forth in A. above.

8. HOLD HARMLESS AGREEMENT & INSURANCE REQUIREMENTS

By signing this Agreement, the Subgrantee agrees to indemnify and hold harmless the County, its agents, servants, and employees from any and all liability of whatever nature arising out of the Subgrantee, the service performed by the Subgrantee, and the work performed under this Subgrant Agreement.

This Subgrant Agreement shall not take effect, and the Subgrantee shall not commence work under this Subgrant Agreement, until all insurance required hereunder is in effect and a Certificate of Insurance has been furnished to the County in a format acceptable to the County. The Certificate shall provide for 10 days written notice to the County prior to the cancellation, expiration or non-renewal during the term of the insurance. The County, its agents, departments and employees shall be named as an additional insured under all policies listed on the Certificate and coverage shall be on a primary and non-contributory basis, which shall be explicitly noted on the Certificate. In the event the Subgrantee fails or refuses to renew any of its insurance policies as necessary, or any policy is canceled, terminated or modified so that the insurance does not meet the requirements of this Agreement, the County may cancel this Agreement and/or refuse to make any payment of further monies due under this Agreement to the Subgrant. All said insurance of the Subgrantee shall contain a clause indemnifying and saving harmless the County, its agents, servants, and employees from any and all liability of whatever nature arising out of the Subgrantee, the service performed by the Subgrantee, and the work performed under this Subgrant Agreement. The required insurance is set forth as follows, with the specific limits subject to change by the County:

- A. Liability Insurance - Public, personal injury liability and property damage liability, including contingent liability and contractual liability with limits of \$500,000 and \$1,000,000.
- B. Automobile Liability Insurance - With limits of \$500,000 and \$1,000,000.
- C. Casualty, Fire, Loss and Theft - For personal property used in the Program belonging to either the Subgrantee, or third parties with limits of \$50,000 or \$100,000.
- D. Worker's Compensation and Employer's Liability - The Subgrantee shall have and maintain during the life of this Subgrantee Agreement, statutory Worker's Compensation and Employer Liability Insurance for all employees.
- E. Projects located in special flood hazard areas are subject to the mandatory purchase of flood insurance; refer to Section 20 for the specific requirements.

9. COMPLIANCE WITH EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

The Subgrantee shall incorporate the requirements of paragraph A. in all of its contracts for program work, except contracts governed by paragraph b. of this section, and will require all of its contractors for such work to incorporate such requirements in all subcontracts for program work.

- A. Activities and Contracts Not Subject to Executive Order 11246, As Amended.

The Subgrantee agrees that if any activities under this Agreement are not subject to Executive Order 11246, as amended, then the Subgrantee shall not discriminate against any employee, or applicant for employment, because of race, color, religion, sex, national origin, disability, marital or familial status. The Subgrantee shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, disability, marital status or familial status such actions shall include but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination, including apprenticeship. The Subgrantee shall post in conspicuous places, available to employees and applicants for employment; notices to be provided by the government setting forth the provision of this nondiscrimination clause. The Subgrantee shall state that all qualified applicants will receive consideration of employment without regard to race, color, religion, sex, national origin, disability, marital status or familial status.

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

- (1) The Subgrantee will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, disability, marital status or family status. The Subgrantee 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, national origin, disability, marital status or family status. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Subgrantee 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.
- (2) The Subgrantee will, in all solicitations (or advertisements for employees placed by or on behalf of the Subgrantee state that all qualified applicants will receive consideration for employment without regard to race color, religion, sex, national origin, disability, marital status or family status.

- (3) The Subgrantee 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 said labor union or workers representative of the Subgrantee commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Subgrantee will comply with all provisions of Executive Order 11246 and of the rules, regulations and relevant orders of the Secretary of Labor.
- (5) The Subgrantee will furnish all information and reports required by Executive Order 11246 and by the rules, regulations and orders of the Secretary of Labor, issued pursuant thereto, and will permit access to all books, records and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the Subgrantee's noncompliance with the nondiscrimination clauses of the Agreement, or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated or suspended, in whole or in part, and the Subgrantee may be declared ineligible for further government Agreements or federally assisted construction Agreement procedures authorized in Executive Order 11246 or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The Subgrantee will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 so that such provisions will be binding upon each subcontractor or vendor. The Subgrantee 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 Subgrantee becomes involved in, or its threatened with, litigation with a contractor or vendor as a result of such direction by the Department, the Subgrantee may request the United States to enter into such litigation to protect the interest of the United States.

10. NONDISCRIMINATION UNDER TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED

This Subgrant 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 Pt. 1. In regard to the sale, lease or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the Subgrantee shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination upon the basis of race, color, religion, sex, national origin, disability, marital status or family status in the sale, lease or rental, or in the use of occupancy of such land, or in any improvements erected to be created thereon, providing that the County and the United States are beneficiaries of and entitled to enforce such covenants. The Subgrantee, 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.

11. COMPLIANCE WITH TITLE VIII OF THE CIVIL RIGHTS ACT OF 1968, AS AMENDED

This Subgrant Agreement is subject to the requirements of Title VII of the Civil Rights Act of 1968 (P.L.90-284) as amended.

The Subgrantee, in regard to the administering of all programs and activities relating to housing and community development funded by this Subgrant 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 or housing, and the provision of brokerage services within the Subgrantee's jurisdiction.

12. COMPLIANCE WITH SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974, AS AMENDED

The Subgrantee will comply with Section 109 of the Housing and Community Development Act of 1974, and the regulations issued pursuant thereto (24 CFR 570.602), which provides that no person in the United States shall, on the ground of race, color, national origin, sex, disability or familial status be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or part with Title I funds.

13. COMPLIANCE WITH FAIR HOUSING LAWS

The Subgrantee will comply with Executive Order 11063 for equal opportunity in housing and nondiscrimination in the sale, rental or

use of housing built with Federal assistance, and with the Fair Housing Amendments Act of 1988 as applicable. HUD implementing regulations are contained in 24 CFR Part 107 for EO 11063 and in A Federal Register notice dated January 23, 1989, implementing 24 CFR Parts 14, 100, 103, 104, 106, 109, 110, 115, and 121.

14. COMPLIANCE WITH AFFIRMATIVE ACTION

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

15. COMPLIANCE WITH "SECTION 3" IN THE PROVISION OF TRAINING EMPLOYMENT AND BUSINESS OPPORTUNITIES

- A. The Subgrantee agrees that in planning, and carrying out the housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, and other public construction project described in Section 1 of Attachment A, to the greatest extent feasible:
1. Training, economic, and employment opportunities will be given to section 3 residents (defined as either a. residents of public housing; b. low-income persons (families including single persons whose incomes do not exceed 80 percent of the median income for the area, as determined by HUD with adjustments for family size or other income ceilings established by HUD); or c. very low-income persons (families including single persons whose incomes do not exceed 50 percent of the median family income for the area, as determined by HUD with adjustments for family size or other income ceilings established by HUD) residing in the metropolitan area or Middlesex County; and
 2. Priority consideration shall be given, when feasible to Section 3 business concerns that provide economic opportunities for section 3 residents in Middlesex County. A Section 3 business is a business concern that is substantially owned by section 3 residents; whose permanent full-time employees include at least 30% section 3 residents; or that provides evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to business concerns that meet the prior two criteria.
- B. The Subgrantee shall insert, or require the insertion of, the following clause in all contracts and subcontracts for work financed in whole or in part with assistance provided under this Agreement where the contract or subcontract for the work exceeds \$100,000:
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 USC 1701u. The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3 shall, to the greatest extent feasible, be directed to low- and very-low income persons, particularly persons who are recipients of HUD assistance for Housing.
 2. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implements 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 worker 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 of the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preferences, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
 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 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 Assistance Act (25 USCA § 5301 et seq.) also applies to the work to be performed under this contract. Section 7(b) require that to the greatest extent feasible (i) performance and opportunities 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 provision of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b)."
- C. The Subgrantee further agrees to provide documentation of all activities undertaken to comply with these requirements to the County with each request for payment. HUD regulations at 24 CFR Part 135 are recommended as guidance regarding expectations for compliance with Section 3.

16. FEDERAL LABOR STANDARDS REQUIREMENTS

The Subgrantee agrees that, except with respect to the rehabilitation of residential property designed for residential use for less than eight (8) families, the Subgrantee and all contractors engaged under contracts in excess of \$2,000 for the construction prosecution, completion or repair of any building or work financed in whole or in part with assistance provided under this Agreement, shall comply with HUD requirements pertaining to such contracts, and the applicable requirements of the regulations of the Department of Labor under 28 CFR Parts 3 and 5 governing the payment of wages and the ratio of apprentices and trainees to journeyman provided, that if wage rates higher than those required under the regulations are imposed by State or local law, nothing hereunder is intended to relieve the Subgrantee of its obligation, if any, to require payment of the higher rates. The Subgrantee shall cause, or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of 29 CFR § 5.5 and, for such Agreements in excess of \$10,000, 29 CFR pt. 5.

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

17. COMPLIANCE HOURS AND WAGE REQUIREMENTS

The Subgrantee agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended (40 U.S.C. § 3141 et seq.) and to comply with the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. § 3701 et seq.) and all regulations issued pursuant to the above acts, and with all other applicable Federal laws and regulations pertaining to labor standards in so far as these acts apply to the performance of this Agreement.

18. COMPLIANCE WITH SECTION 504 OF THE REHABILITATION ACT OF 1973 AND THE AMERICANS WITH DISABILITIES ACT

No qualified individual with disabilities shall, solely on the basis of disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives Federal financial assistance in accordance with Section 504 of the Rehabilitation Act of 1973 (PL 93-112).

No qualified individual with a disability shall, on the basis of disability, be excluded from the participation in or be denied the benefits of the services, programs, or activities of a public entity, or be subjected to discrimination by any public entity. If the Subgrantee is a local government, it must comply with Title II Subtitle B of the Americans With Disabilities Act (42 U.S.C. § 12141 et seq).

No qualified individual shall be discriminated against on the basis of disability in the full and equal enjoyment of the goods, services, facilities, privileges, advantages, or accommodations by any private entity who owns, leases (or leases to), or operates a public place of public accommodation. If a Private Nonprofit Corporation is a place of public accommodation it must comply with Title III of the Americans With Disabilities Act (42 U.S.C. § 12141 et seq.).

19. COMPLIANCE WITH AIR AND WATER ACTS

This Agreement is subject to the requirements of the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq., the Federal Water Pollution Control Air Act, as amended, 33 U.S.C. § 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR § 1.1 et seq., as amended from time to time. In compliance with said regulations, the Subgrantee shall

cause or require to be inserted in full in all contracts or subcontracts with respect to any nonexempt transaction thereunder funded with assistance provided under this Agreement, the following requirements:

That it will enter into a stipulation with any contractor that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the list of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR § 1.1 et seq..

A. The Subgrantee agrees to comply with all of the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. § 7401 et seq.) and Section 308 of the Federal Water Pollution Control Act, as amended (33 U.S.C. § 1318) relating to inspection, monitoring, entry, reports and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

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

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

20. FLOOD INSURANCE PROTECTION REQUIREMENTS

The Subgrantee agrees to comply with the requirements of the Flood Disaster Protection Act of 1973 (P.L. 93-234). No portion of the assistance provided under this Subgrantee Agreement is approved for acquisition or construction purposes, as defined under Section 3(a) of said Act, for 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 programs 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 then participating in the National Flood Insurance Program shall be subject to the mandatory purchase of flood insurance requirements of Section 102(a) of said Act.

20. FLOOD INSURANCE PROTECTION REQUIREMENTS (CONT.)

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 Subgrant Agreement.

21. LEAD-BASED PAINT HAZARDS REQUIREMENTS

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

22. ARCHITECTURAL COMPLIANCE

The Subgrantee agrees to comply with the requirements of the Architectural Barriers Act of 1968, 42 U.S.C. § 4151, et seq., insofar as it applies to the performance of this Subgrant Agreement.

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

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

undertaking.

24. INTEREST OF CERTAIN LOCAL OFFICIALS

No member, officer, or employee of the Subgrantee, or its designees of agents, and no member of the governing body of the locality 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, resulting from this Subgrantee Agreement. The Subgrantee shall incorporate, or cause to incorporate, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this section.

25. INTEREST OF CERTAIN FEDERAL OFFICIALS

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

26. PROHIBITION AGAINST PAYMENTS OF BONUS OR COMMISSION

The assistance provided under this Subgrant 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, nor any other approval or concurrence of HUD required under this Subgrantee Agreement, Title I of the Housing and Community Development Act of 1974 or HUD regulations with respect thereto; provided, however, that reasonable fees or bona fide technical, consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as program costs.

27. HATCH ACT

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

28. SPECIAL ASSESSMENTS

The Subgrantee agrees to comply with the following policies related to special assessments under the CDBG program:

The term "special assessment" means the recovery of the capital costs of a public improvement, such as streets, water or sewer lines, curbs and gutters, through a fee or charge levied or filed as a lien against a parcel of real estate as a direct result of benefit derived from the installation of a public improvement, or a one-time charge made as a condition of access to a public improvement.

This term does not relate to taxes, or levying real estate property or ad valorem taxes, and does not include periodic charges based on the use of a public improvement, such as water or sewer user charges, even if such charges include the recovery of all or some portion of the capital costs of the public improvement.

- A. With respect to special assessments to recover capital costs where CDBG funds are used to pay all or part of the cost of a public improvement, special assessments may only be imposed as follows:
 - 1. Special assessments to recover CDBG funds may be made only against properties owned and occupied by persons not of low and moderate income. Such assessments constitute program income and any funds received shall be returned to the County for reprogramming.
 - 2. Special assessments to recover the non-CDBG portion may be made provided that CDBG funds are used to pay the special assessment on behalf of all properties owned and occupied by low to moderate income persons; except that CDBG funds need not be used to pay the special assessments on behalf of properties owned and occupied by moderate income persons if the County certifies that it does not have sufficient CDBG funds to pay on behalf of all of the low and moderate income owner-occupant persons. Funds collected through such special assessments are not program income.
- B. With respect to public improvements not initially assisted with CDBG funds, the payment of special assessments with CDBG funds constitutes CDBG assistance to the public improvement. Therefore, CDBG funds may be used to pay special

assessments only if:

1. The installation of the public improvement was carried out in compliance with requirements applicable to CDBG assisted activities including environmental, citizen participation and Davis-Bacon requirements.
2. The installation of the public improvement meets a criterion for national objectives in 24 CFR § 570.208(a)(1), (b) or (c); and
3. The requirements of Section "A(2)" above are met.

29. DRUG FREE

The Subgrantee shall insert, or require the insertion of, the following clause in all contracts and subcontracts for work financed in whole or in part with assistance provided under this Agreement:

"Drug Free Workplace -- The Contractor will or will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about -
 - (a) The dangers of drug abuse in the workplace;
 - (b) The grantee's policy of maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1;
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will -
 - (a) Abide by the terms of the statement; and
 - (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted -
 - (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5 and 6.

"Employee" means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) All "direct charge" employees; (ii) all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant; and (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees of subrecipients or subcontractors in covered workplaces.)

ATTACHMENT C RECORD KEEPING

1. RECORDS TO BE MAINTAINED

Each Subgrantee shall establish and maintain sufficient records to enable the County to determine whether the Subgrantee has met all requirements of the US Department of Housing and Urban Development. The County retains the right to specify the form or format in which the records shall be maintained, and the Subgrantee shall provide copies of relevant records on request. At a minimum, the following documentation is needed:

- A. 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. For an activity determined to benefit low- and moderate-income persons based on the area served by the activity, the addresses of recipients or project locations that correspond to HUD eligible areas, as determined by the County.
- C. For an activity determined to benefit low- and moderate-income persons because the activity involves a facility or service designed for use by a clientele consisting exclusively or predominantly of low- and moderate-income persons, the following:
 1. Documentation establishing that the facility or service is designed for and used by senior citizens, disabled persons, battered spouses, abused children, migrant farm workers, the homeless or illiterate persons, for which the regulations provide presumptive benefit to low- and moderate-income persons; or
 2. Documentation describing how the nature and, if applicable, the location of the facility or service establishes that it is used predominantly by low- and moderate-income persons; or
 3. Documentation showing the size and annual income of the family (as defined in 24 CFR § 570.3) of each person receiving the benefit.
- D. For an activity carried out for the purposes of providing or improving housing which is determined to benefit low- and moderate-income persons, the following:
 1. A copy of a written agreement with each landlord or developer receiving CDBG assistance indicating the total number of dwelling units in each multi-family structure assisted and the number of those units which will be occupied by low- and moderate-income households after assistance.
 2. For each unit occupied by a low- and moderate-income household, the size and income of the household.
 3. For rental housing only:
 - a. The rent charged (or to be charged) after assistance for each dwelling unit in each structure assisted; and
 - b. Such information as necessary to show the affordability of units occupied (or to be occupied) by low- and moderate-income households pursuant to criteria established by HUD for the Section 8 Rental Assistance Program for this area, or other criteria specifically approved by the County.
 4. For residential rehabilitation activity only:
 - a. The local definition of substandard.
 - b. A pre-rehabilitation inspection report describing the deficiencies in each structure to be rehabilitated.
 - c. Details and scope of CDBG assisted rehabilitation, by structure.
 - d. Documentation that all costs are allowable and reasonable.
 - e. A post-rehabilitation inspection report with certification that HUD Housing Quality Standards have been met or exceeded; and
 - f. Other documentation that HUD or the County shall require.
- E. Records which demonstrate that the Subgrantee has made the determinations required as a condition of eligibility of certain activities, as prescribed in 24 CFR §§ 570.201(i), 570.202(b)(3), 570.203(b), 570.204(a), and 570.206(f), if applicable.

- F. Records which demonstrate compliance with 24 CFR § 570.505 regarding any change of use of real property acquired or improved with CDBG assistance.
- G. Records which demonstrate compliance with the Middlesex County Consolidated Plan Citizen Participation Plan.
- H. Records which demonstrate compliance with the requirements in 24 CFR 570.606 regarding displacement, if applicable.
- I. Records which demonstrate compliance with applicable procurement regulations.
- J. Fair Housing and Equal Opportunity records containing:
 - 1. Documentation of the actions the Subgrantee has carried out with its housing and community development and other resources to remedy or ameliorate any conditions limiting fair housing choice in their community, and documentation of any other official actions the recipient has taken which demonstrate its support for fair housing, such as development of a fair housing analysis described in 24 CFR § 570.904(c).
 - 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. Data on employment in each of the Subgrantee's operating units funded in whole or in part with CDBG funds, with such data maintained in the categories prescribed on the Equal Employment Opportunity Commission's EE0-4 form; and documentation of any actions undertaken to assure equal employment opportunities to all persons regardless of race, religion, color, national origin, sex or disability in operating units funded in whole or in part with CDBG funds.
 - 4. Date indication 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 to meet the requirements of 24 CFR § 570.607(b), which implements section 3 of the Housing and Development Act of 1968, as amended (12 U.S.C. 1701u), relative to the hiring, training, and economic opportunities for public housing residents, low-income residents, and very low-income residents and use of Section 3 businesses.
 - 6. The Federal Employer Identification Number and data indicating the racial/ethnic character of each business entity receiving a contract or subcontract paid, or to be paid, with CDBG funds, data indicating which of those entities are women's business enterprises as defined in Executive Order 12138, the amount of the contract or subcontract, and documentation of affirmative steps taken to assure minority and women's business enterprises are used when possible as sources of supplies, equipment, construction and services.
- K. Other records requested by the County to document compliance with new or modified requirements set forth in applicable laws and regulations.

2. RETENTION OF RECORDS

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

- A. Records that are the subject of any finding, concern, or issue raised by any Federal agency or the County shall be retained for at least four years after final resolution of such matters with the Federal government and the County.
- B. Records for non-expendable property which was acquired with Federal Grant funds shall be retained for four years after its final disposition.
- C. Records for any displaced person shall be retained for four years after that person has received final payment.