



Certified: 01/08/2025 11:30AM--
HENAYATIAN

NIFS ID: CQHI24000031

Capital:

Contract ID #: **CQHI24000031**

NIFS Entry Date: **11/13/2024**

Department: Housing and Homeless Services

Service: **CDBG 50th Year**

Term: from **09/01/2024** to **08/31/2026**

Contract Delayed: **X**

| | | |
|---|--------------|------------|
| Slip Type: New | | |
| CRP: | | |
| Blanket Resolution: | | |
| Revenue: | Federal Aid: | State Aid: |
| Vendor Submitted an Unsolicited Solicitation: | | |

| | |
|---|------------|
| 1) Mandated Program: | Yes |
| 2) Comptroller Approval Form Attached: | Yes |
| 3) CSEA Agmt. & 32 Compliance Attached: | No |
| 4) Significant Adverse Information Identified? (if yes, attach memo): | No |
| 5) Insurance Required: | No |

| Vendor/Municipality Info: | |
|---|-----------------------|
| Name: City of Long Beach | ID#: 116000351 |
| Main Address: 1 West Chester Street Long Beach, NY 11561 | |
| Main Contact: Tyler Huffman | |
| Main Phone: (516) 705-7288 | |

| Department: |
|---|
| Contact Name: Carmen Calle |
| Address: 1 West Street, Suite 365 Mineola, NY 11501 |
| Phone: (516) 271-2088 |
| Email: ccalle@nassaucountyny.gov,dcrosley@nassaucountyny.gov |

Contract Summary

| |
|---|
| Purpose: Administering CDBG Program activities and providing CDBG eligible Services satisfactory to the County and consistent with any standards required as a condition for providing CDBG funds. |
| Procurement History: CDBG Regulations allow for the funding directly to subrecipients to undertake eligible activities (24 CFR Part 570.503). Funding under the attached contract is awarded in compliance with these regulations through a formal application process initiated by OCD. |
| Description of General Provisions: Activities will include: Community or Non-Profit will undertake CDBG eligible activities listed in contract. |
| Impact on Funding / Price Analysis: None – 100% Federally Funded |
| Change in Contract from Prior Procurement: N/A |
| Method of Source Selection: |

Pursuant to Executive Order No. 1 of 1993 as amended, the department head explains why the department obtained only one proposal as follows: The Community Development Block Grant (CDBG) Program & HOME Investment Partnership (HOME Program) & Emergency Solutions Grant Program (ESG) regulations allow for funding directly to subrecipient to undertake eligible activities (See Comptroller Memo)

Contractor's selection dictated by the terms of a federal or New York State grant, by legislation, or by a court order
(Include relevant documents)

MWBE Participation:

Participation of Minority-owned and Women-owned Business Enterprises in Nassau County Contracts: The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit EE may be requested at any time by the Comptroller's Office prior to the approval of claim vouchers. [Note: This box must be checked.]

Department MWBE Responsibilities: To ensure compliance with MWBE requirements as outlined in Exhibit EE, Department will require vendor to submit list of subcontractor requirements prior to submission of the first claim voucher for services under this contract being submitted to the Comptroller.

Contractor is a (check all that apply):

MWBE

SDVOB

Recommendation: Approve as Submitted

Advisement Information

| Fund | Control | Resp. Center | Object | Index Code | Sub Object | Budget Code | Line | Amount |
|--------------|---------|--------------|--------|--------------|------------|--------------------|------|--------------|
| GRT | HI | 8500 | DE | HIGRT8500FED | DE500 | HIGRT8500FED DE500 | 01 | \$600,000.00 |
| Grant Number | | HI85 | | | | | | |
| Grant Detail | | 50 | | | | | | |

| Additional Info | |
|---------------------|-----|
| Blanket Encumbrance | |
| Transaction | 103 |
| Renewal | |
| % Increase | |
| % Decrease | |

| Funding Source | Amount |
|-------------------|---------------------|
| Revenue Contract: | |
| County | \$0.00 |
| Federal | \$600,000.00 |
| State | \$0.00 |
| Capital | \$0.00 |
| Other | \$0.00 |
| Total | \$600,000.00 |

Routing Slip

| Department | | | |
|---------------------------------|-----------------------|--------------------|----------|
| NIFS Entry | Carmen Calle | 11/13/2024 12:31PM | Approved |
| NIFS Final Approval | Donald Crosley | 11/13/2024 12:35PM | Approved |
| Final Approval | Donald Crosley | 11/13/2024 12:35PM | Approved |
| County Attorney | | | |
| RE & Insurance Verification | Grady Farnan | 11/13/2024 02:08PM | Approved |
| Approval as to Form | Richard Soleymanzadeh | 11/14/2024 02:20PM | Approved |
| NIFS Approval | Mary Nori | 11/18/2024 12:12PM | Approved |
| Final Approval | Mary Nori | 11/18/2024 12:12PM | Approved |
| OMB | | | |
| NIFS Approval | Irina Sedighi | 11/14/2024 02:43PM | Approved |
| NIFA Approval | Irfan Qureshi | 11/14/2024 02:56PM | Approved |
| Final Approval | Irfan Qureshi | 11/14/2024 02:56PM | Approved |
| Compliance & Vertical DCE | | | |
| Procurement Compliance Approval | Robert Cleary | 11/19/2024 05:19PM | Approved |
| DCE Compliance Approval | Robert Cleary | 11/19/2024 05:19PM | Approved |
| Vertical DCE Approval | Anissa Moore | 11/20/2024 10:35AM | Approved |
| Final Approval | Anissa Moore | 11/20/2024 10:35AM | Approved |
| Legislative Affairs Review | | | |
| Final Approval | Christopher Leimone | 11/26/2024 03:42PM | Approved |
| Comptroller | | | |
| Claims Approval | Joseph Marcinek | 12/11/2024 12:33PM | Approved |
| Legal Approval | Charlie Casolaro | 12/11/2024 01:24PM | Approved |
| Accounting / NIFS Approval | Michael Cohen | 12/11/2024 02:30PM | Approved |
| Deputy Approval | Beaumont Jefferson | 12/11/2024 03:57PM | Approved |

COMMUNITY DEVELOPMENT BLOCK GRANT SUBRECIPIENT AGREEMENT
BETWEEN THE COUNTY OF NASSAU
AND
CITY OF LONG BEACH

THIS AGREEMENT, dated as of 1-8-25 (together with all schedules, appendices, attachments and exhibits attached hereto, if any, collectively referred to as the "Agreement"), entered into by and between (i) **Nassau County**, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the Nassau County Office of Community Development having its principal office at 1 West St., Suite 365, Mineola, NY 11501 (the "OCD"), and (ii) the **City of Long Beach**, a municipal corporation duly formed under the laws of the State of New York, (the "Subrecipient"), acting through its City Manager, having its office at One West Chester Street, Long Beach, New York, 11561.

WITNESSETH:

WHEREAS, the County has applied for and received Community Development Block Grant (hereinafter referred to as "CDBG") funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 92-383HHC (the "CDBG Program"); and

WHEREAS, the County wishes to engage the Subrecipient to assist the County in utilizing such CDBG funds for activities eligible under the CDBG Program in the **City of Long Beach**; and

WHEREAS, said CDBG Program is fully reimbursed by the Federal Government through the U.S. Department of Housing and Urban Development; and

WHEREAS, the Subrecipient desires to perform the activities described in this Agreement.

NOW, THEREFORE, in consideration of the mutual terms, conditions, covenants and agreements contained in this Agreement, the parties agree as follows:

1. Term. This Agreement shall commence on the beginning of the federal program year September 1, 2024, and terminate on August 31, 2026.

2. Scope of Activities (Statement of Work); Budget.

(a) Activities. The Subrecipient shall provide and administer the CDBG activities, as hereinafter described in accordance with the Title 24 CFR Subchapter C and with the provisions of this Agreement (hereinafter "Activities").

(i) Such Activities shall include those activities included in the CDBG funds budget attached to this contract as **Exhibit A**.

| | | | |
|---|----------------------|--------------------|----------|
| Final Approval | Beaumont Jefferson | 12/11/2024 03:57PM | Approved |
| Legislative Affairs | | | |
| Contract Sent for Certification | Eleftherios Sempepos | 01/08/2025 11:08AM | Approved |
| Clerk of Legislature Certification | | | |
| Clerk of Legislature Certification | Helen Enayatian | 01/08/2025 11:30AM | Approved |

(ii) The Subrecipient shall make no unauthorized changes in the CDBG Program Activities as approved by the County; however, amounts allocated to line items within the total amount of the Budget may be transferred without formal amendment among items upon written request by the Subrecipient and approval by the Director of the OCD. All other changes must be amended in accordance with Section 13 of this Agreement.

(b) Budget. The Subrecipient has submitted for approval to OCD a detailed CDBG funds budget, which, in its approved form, is attached hereto as **Exhibit A** (hereinafter "Budget"). The County and the Subrecipient may mutually agree to revise said budget from time to time in accordance with existing County and/or HUD policies. The County will pay to Subrecipient CDBG funds consistent with Subrecipient's Budget and in accordance with applicable County procedures, if any.

Except for lump sum advance payments authorized by the federal regulations and approved by the County, all payments made by Subrecipient will be made for eligible expenses actually incurred and shall not exceed actual cash requirements. Payments shall be adjusted by the County in accordance with the advance of CDBG funds and CDBG Program income balances available in Subrecipient accounts.

3. Performance Monitoring

(a) OCD shall monitor the performance of the Subrecipient in accordance with the goals and performance standards as set forth in Title 24 of the CFR Parts 85 and 570 and as stated and required herein. Substandard performance as reasonably determined by OCD, in its discretion, will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time from receipt of written notification by OCD, the County may take remedial action, including but not limited to the initiation of contract suspension and/or termination procedures in a manner consistent with the applicable federal regulations.

(b) The Subrecipient shall monitor all subcontracted Activities on a regular basis to ensure contract compliance. Results of monitoring efforts shall be summarized in written reports submitted to OCD on a quarterly basis or as otherwise required by the County or OCD but not more frequently than monthly. However, where such report indicates non-compliance, the Subrecipient shall provide additional reports at the County's request; such reports shall be supported by documented evidence of follow-up actions taken to correct areas of noncompliance.

4. Procurement and Subcontracts:

(a) The Subrecipient shall comply with its procurement procedures which reflect applicable State and local laws, rules and regulations provided that the procurements conform to all applicable Federal law and the standards contained in 24 CFR 85.36. These standards include, without limitation, maintaining (i) a contract administration system; (ii) a written code of conduct governing the performance of employees engaged in the award and administration of contracts, which code shall include conflicts of interest provisions; (iii) a procedure for certification of a contractor or subcontractors' eligibility (24 CFR 85.35); and (iv) a system to ensure compliance with affirmative action laws and regulations.

(b) Upon request of the County, the Subrecipient shall make available for review technical specifications and procurement documents on proposed procurements, including but not limited to, invitations for bids, requests for proposals, cost estimates, and bonding requirements. The County shall use best efforts to make such requests prior to the commencement of the procurement solicitation.

(c) The Subrecipient shall ensure that all of its contracts with providers contain **Exhibit D** and language which reflects the requirements listed in 24 CFR section 85.36(i).

(d) The Subrecipient shall procure materials in accordance with the requirements of 24 CFR 570.502.

(e) The Subrecipient shall maintain an inventory record of all non-expendable personal property as defined by such policy as may be procured with CDBG funds provided herein. Upon termination of this Agreement, all program assets, including property, equipment and program income resulting from the sale thereof, shall be disposed of in accordance with 24 CFR 84.32-35 and 24 CFR 570.504

(f) The provisions of this section shall survive the termination of this Agreement.

5. Payment.

(a) Amount of Grant. The amount to be paid to the Subrecipient for the provision and administration of Activities under this Agreement shall be the total budget amount included in the CDBG funds budget attached to this contract as **Exhibit A**, payable as follows: Advance payments as provided in Section 2(b) and drawdowns for the payment of eligible expenses shall be made upon standard Nassau County claim vouchers certified by the Subrecipient, reviewed and approved by OCD for eligibility under the CDBG Program and for compliance with the terms of this Agreement.

(b) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Subrecipient as either an advancement or a reimbursement and shall be expressly contingent upon (i) the Subrecipient submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the Activities performed and the payment requested as reimbursement for such Activities, (b) certifies that the activities performed and the payment requested are in accordance with the terms of this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, including, where applicable, a certified payroll statement setting forth the names, positions and salaries paid by the Subrecipient during the preceding month, and (ii) review, approval and audit of the Voucher by the OCD and/or the County Comptroller or his or her duly designated representative (the "Comptroller"). Drawdowns for the payment of eligible expenses shall be made against the activities specified herein and in accordance with applicable performance requirements. Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 24 CFR Part 85.

(c) Timing of Payment Claims. The Subrecipient shall use its best effort to submit payment claims no later than three (3) months following the provision of the Activities that are the subject of the claim. The parties recognize that Vouchers submitted for Activities provided

during the term of this Agreement but prior to its execution shall be submitted later than three months following the provision of Activities.

(d) Reimbursement by the Subrecipient Upon Loss of Funding. In accordance with the relevant regulations under Title 24 CFR and in addition to any other remedies available to the County, in the event that the County loses funding from the Federal Government for any Activities arising out of or in connection with any act or omission of the Subrecipient or a Subrecipient Agent, the Subrecipient shall pay the County, on demand, or the County shall debit the Subrecipient's account for the full amount of lost funds along with penalties or fines, if any, assessed by the Federal Government..

(e) No Duplication of Payments. Payments for the Activities to be performed under this Agreement shall not duplicate payments for any work performed or to be performed under any other agreements made between the Subrecipient and any funding source including the County.

6. Independent Contractor. The Subrecipient is an independent contractor of the County. The Subrecipient shall not, nor shall any officer, director, employee, servant, agent or independent contractor or subcontractor of the Subrecipient (a "Subrecipient Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

7. No Arrears or Default. The Subrecipient hereby warrants and represents that it is not in arrears to the County upon any debt or contract, and it is not in default as surety, contractor, or otherwise upon any obligation to the County whatsoever, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

8. Compliance With Law.

(a) The Subrecipient shall comply with any and all applicable Federal, State and local Laws, including those relating to conflicts of interest, discrimination, and confidentiality, in connection with its performance under this Agreement. In furtherance of the foregoing, the Subrecipient is bound by and shall comply with the terms of **Appendices EE** if applicable, **Exhibit B**, the Urban County Cooperation Agreement (**Exhibit C**), and **Exhibit D**, which are attached hereto. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Other HUD Program Requirements. The Subrecipient shall carry out the Activities in compliance with all laws and regulations contained in subpart K of part 570 of Title 24 CFR, and as may be amended from time to time, except that the Subrecipient shall not assume the County's environmental responsibilities described in 24 CFR 570.604 or the review process responsibilities under 24 CFR part 52. The Subrecipient shall comply with applicable uniform administrative requirements, as described in 24 CFR §570.502.

(c) Build America, Buy America (BABA) Act. The Subrecipient must comply with

the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Subrecipient's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver. In furtherance of the foregoing, the Subrecipient is bound by and shall comply with the terms of **Exhibit B and Exhibit D**, which are attached hereto.

(d) Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

(e) Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, the Contractor has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where the Contractor employs any spouse, child, or parent of a county employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

9. Minimum Performance Standards. Regardless of whether required by Law:

(a) The Subrecipient shall, and shall cause Subrecipient Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Subrecipient shall provide and administer Activities under this Agreement in a professional manner consistent with the best practices of the industry in which the Subrecipient operates. The Subrecipient shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining, maintaining and causing all Subrecipient Agents to obtain and maintain all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

(c) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:

- (i) Subrecipient shall comply with the applicable requirements of the Living Wage Law, as amended;
- (ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Subrecipieint has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

10. Records Access. The parties agree that public access to records, documents and information produced under or as a result of this Agreement, shall be controlled by applicable State and Federal laws concerning the disclosure of governmental records and/or information. In the event, a party receives a request for disclosure of a record, document or information, reasonable efforts shall be used to notify the other party prior to disclosing the information in order to enable that party to take such action it deems appropriate.

11. Indemnification; Defense; Cooperation.

(a) The Subrecipient shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from claims, suits, actions, damages, costs, expenses (including, without limitation, reasonable attorneys' fees and disbursements) ("Losses"), arising out of the acts or omissions of the Subrecipient or a Subrecipient Agent in any performance under this Agreement. These Losses shall include those in connection with any investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Subrecipient shall not be responsible for that portion, if any, of a Loss that is caused by the negligent acts or omissions of the County.

(b) The Subrecipient shall, upon the County's written demand and at the County's direction, promptly and diligently defend, at the Subrecipient's sole expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties and the Subrecipient shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Subrecipient's obligation to defend, indemnify and hold harmless the County shall be subject to the County having given the Subrecipient prompt written notice of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at the Subrecipient's expense, for the defense or settlement thereof. The Subrecipient shall not settle such claim or related action in a manner, which imposes any obligation on the County without the prior written consent of the County (which consent shall not be unreasonably withheld).

(d) The Subrecipient shall, and shall require Subrecipient Agents to, cooperate with the County in connection with the investigation, defense or prosecution of any action, suit or proceeding.

(e) The County and the Subrecipient shall cooperate and confer and reach agreement prior to the County entering into a settlement of a claim.

(f) For purposes of paragraph (a) above, the term "expense" shall not be deemed to include payment for labor or services of a County employee.

The provisions of this Section 11 shall survive the termination of this Agreement.

12. Insurance.

(a) Types and Amounts. The Subrecipient shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) aggregate (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000.00) aggregate (iii) compensation insurance for the benefit of the Subrecipient's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may reasonably request from time to time. Notwithstanding the foregoing, the insurance required under this Agreement shall at a minimum be sufficient to protect the Agreement assets from loss due to theft, fraud or undue physical damage. The Subrecipient shall at all times comply with the bonding and insurance requirements of 2 CFR Part 200 et seq.— Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

(b) In the event that the Subrecipient is self-insured, the Subrecipient shall, upon execution of this Agreement, provide written notice of same to the County.

(c) Acceptability; Deductibles. All insurance required herein shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and is an A rated company and (ii) in form and substance reasonably acceptable to the County. The Subrecipient shall be solely responsible for the payment of all deductibles to which such policies are subject.

(d) Contractors and Subcontractors. The Subrecipient shall, where circumstances are such that said insurance is reasonable and necessary, require any contractor or subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required under subparagraph (a) and shall ensure that such contractors and subcontractors comply with the requirements of this Section.

(e) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the OCD. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Subrecipient shall provide written notice to the OCD of the same and deliver to the OCD renewal or replacement certificates of insurance. The Subrecipient shall cause all insurance to remain in full force and effect throughout the term of this

Agreement and shall not take any action, or omit to take any action, that would suspend or invalidate any of the required coverage. The failure of the Subrecipient to maintain Workers' Compensation Insurance shall render this Agreement voidable. The failure of the Subrecipient to maintain the other required coverage shall be deemed a material breach of this Agreement upon which the County reserves the right to consider an event of non-compliance.

13. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole, or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party hereunder to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

14. The Subrecipient shall ensure recognition of the role of the grant or agency in providing Activities through this Agreement.

15. Suspension and Termination.

(a) For Convenience.

(i) This Agreement may be terminated for convenience in accordance with 24 CFR 85.44. Notice of termination shall be delivered at least thirty (30) days prior to the effective date of termination. Where the Subrecipient requests partial termination, the County may, upon the determination that the remaining portion of the award will not accomplish the purposes for which the award was made, terminate the award in its entirety.

(ii) All finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the Subrecipient shall, at the County's option, become the property of the County. The Subrecipient shall be entitled to receive reasonable compensation for any satisfactory work completed on such documents or materials prior to termination for convenience.

(b) Noncompliance.

(i) Where the Subrecipient fails to materially comply with any term of an award, whether stated in any Federal statute or regulation, an assurance, a State plan or application or notice of award or elsewhere, the County may, in accordance with 24 CFR 85.43(a) and in addition to any legally available remedy: temporarily withhold cash payments; disallow all or part of the cost of an activity or action; wholly or partly suspend or terminate the award for the Subrecipient's program; withhold future awards.

(ii) The County shall provide the Subrecipient with an opportunity for such hearing, appeal or other administrative proceeding to which the Subrecipient is entitled under statute or regulation applicable to the action involved.

(iii) Pursuant to 24 CFR 85.43(c), costs incurred by the Subrecipient during suspension or after termination of an award shall not be allowed without the express written approval of the County.

(c) Accounting Upon Termination; Reversion of Assets. Within thirty (30) days of the termination of this Agreement and in accordance with 24 CFR 570.503, the Subrecipient shall provide the OCD with a complete accounting up to the date of termination of all monies received from the County and shall immediately refund to the County any unexpended balance remaining as of the time of termination. Real property in the Subrecipient's control at the time of termination shall be used or disposed of in accordance with the above referenced regulation.

(d) Reimbursement Upon Termination. Payment to the Subrecipient following termination shall be in accordance with 24 CFR 85.43 but in no event shall payment exceed authorized expenditures made prior to termination.

16. Accounting Procedures; Records.

(a) The Subrecipient shall comply with 24 CFR Part 85 and adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred; and agrees to comply with the compliance requirements applicable to the Federal program including the audit requirements of 2 CFR Part 200 et seq.—Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

The Subrecipient shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if a Subrecipient or a Subrecipient contractor or subcontractor is a non-profit entity, that entity must comply with the accounting guidelines set forth in 2 CFR Part 200 et seq.—Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

(b) The Subrecipient shall maintain all financial and programmatic records required by the Federal regulations specified in 24 CFR Part 570, including relevant provisions contained in 24 CFR Part 85, and that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

(i) Records providing a full description of each activity undertaken;

(ii) Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG Program;

(iii) Records required to determine the eligibility of activities;

(iv) Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;

- (v) Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- (vi) Financial records as required by 24 CFR Parts 570.502 and 85; and
- (vii) Other records necessary to document compliance with 24 CFR 570.

Such Records shall at all reasonable times be available for audit and inspection by the County Comptroller or his or her duly designated representative, the OCD, any other governmental authority with jurisdiction over the performance of Activities and the provision of Services hereunder and/or the payment therefore, and any of their duly designated representatives.

The Subrecipient shall require each of its subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the County, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

(c) Client Data. The Subrecipient shall maintain client data demonstrating client eligibility for Activities and Services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to the OCD for monitoring and auditing purposes.

(d) Property Records. The Subrecipient shall maintain real property inventory records, which clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria.

(e) Close-Outs. Subrecipient obligation to the County shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but not be limited to, making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and receivable accounts to the County), and determining the custodianship of records.

(f) National Objectives. The Subrecipient warrants, covenants and agrees to maintain documentation that demonstrates that the activities carried out by it with CDBG funds provided under this Agreement meet one or more of the CDBG program's National Objectives, that is: 1) benefit low and moderate income persons; 2) aid in the prevention or elimination of slums or blight; and 3) meet community development needs having a particular urgency; as defined in 24 CFR Part 570.208.

(g) Audits and Inspections. All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the County, grantor agency, their designees or the Federal Government, at any time during normal business hours, as often as the County or grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within thirty (30) days after receipt by the Subrecipient. Failure of the Subrecipient to comply with

the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The Subrecipient hereby warrants, covenants and agrees to have an annual agency audit conducted in accordance with current local policy concerning Subrecipient audits.

17. Program Income. The use and disposition of program income shall comply with the provisions of 24 CFR 92.503, et seq., 24 CFR 92.504, et seq., and with any determinations made by the County. In furtherance of the foregoing:

(a) The Subrecipient shall retain program income during the term of the current Cooperation Agreement, which is incorporated herein by reference and attached hereto as Exhibit C, provided, however, that such income is applied only to those Activities identified to be funded by such monies in the Subrecipient's Budget or if not so identified, as approved by the County

(b) The Subrecipient shall disburse all program income for eligible Activities before additional monies are transferred to the Subrecipient by the County.

(c) No more than 20% of the total of CDBG Program Income expended by the Subrecipient during any program year shall be used for administrative and planning charges.

(d) At the expiration of the term of the Cooperation Agreement, the Subrecipient shall transfer to the County all program income and any accounts receivable attributable to the use of CDBG funds.

(e) The Subrecipient shall report to the County on a monthly basis all program income generated and disbursed.

(f) The provisions of this Section 17 shall survive the termination of this Agreement.

18. Monitoring by Subrecipient.

(a) The Subrecipient shall monitor all subcontracted services on a regular basis to ensure agreement compliance. The results of monitoring efforts shall be summarized in written reports. Where such monitoring reveals areas of non-compliance by subcontractors, the Subrecipient shall submit reports supported with documented evidence of follow-up action taken to correct areas of noncompliance.

(b) The Subrecipient shall cause all of the provisions of this Agreement to be included in and made a part of any subcontract executed in the performance of this Agreement.

(c) The Subrecipient shall undertake to ensure that, where required, all subcontracts let in the performance of this Agreement shall be awarded in a fair and open competition basis in accordance with 24 CFR Part 85. Upon request, executed copies of all contracts and subcontracts shall be forwarded to OCD along with documentation concerning the selection process.

19. Relocation, Acquisition and Displacement. The Subrecipient agrees to comply with 24 CFR 570.606 relating to the acquisition and disposition of all real property utilizing grant funds,

and to the displacement of persons, businesses, non-profit organizations and farms occurring as a direct result of any acquisition of real property utilizing grant funds. The Subrecipient agrees to comply with applicable County ordinances, resolutions, and policies concerning displacement of individuals from their residences.

20. Limitations on Actions and Special Proceedings Against the County; Notice. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless at least thirty (30) days prior to seeking relief the Subrecipient shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentation. The Subrecipient shall send or deliver copies of the documents presented to the Applicable DCE under this clause 20 to each of (i) the OCD and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Subrecipient shall allege that the above-described actions and inactions preceded the Subrecipient's action or special proceeding against the County.

21. Work Performance Liability. The Subrecipient is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Subrecipient is using a Subrecipient Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Subrecipient Agent has been approved by the County.

22. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Federal Court in Islip, New York or the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State or the Code of Federal Regulations, whichever is applicable, without regard to the conflict of laws provisions thereof.

23. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the OCD, to the attention of the Director at the address specified above for the OCD, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Subrecipient shall obtain from the OCD) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Subrecipient, to the attention of the person who executed this Agreement on behalf of the Subrecipient at the address specified above for the Subrecipient, or in each case to such other persons or addresses as shall be designated by written notice given to the other parties.

24. All Legal Provisions Deemed Included; Severability; Supremacy.

(a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this sub-clause will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions in conflict shall be resolved in the following order: (i) Exhibit A shall prevail, (ii) the terms and conditions set forth above the signature page shall control, (iii) Exhibit B and Appendix EE and finally, (iv) all other schedules, exhibits, appendixes and/or attachments. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

25. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

26. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties hereto with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

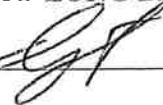
27. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all relevant and required County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

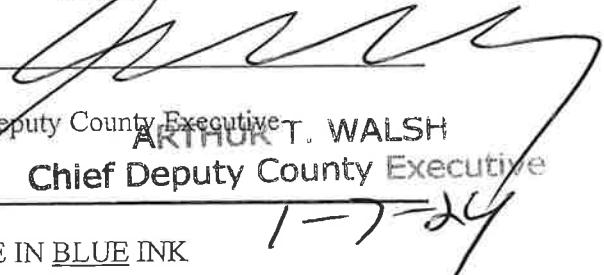
(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to provide funding to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, which shall include funds made available to the County from the Federal Government.

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

CITY OF LONG BEACH

By: 
Name:
Title: City Manager
Date: 11/8/24

NASSAU COUNTY

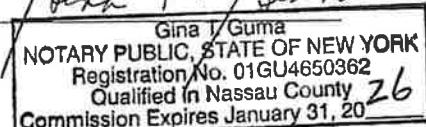
By: 
Name:
Title: Deputy County Executive
ARTHUR T. WALSH
Date: Chief Deputy County Executive
11-7-24

PLEASE EXECUTE IN BLUE INK

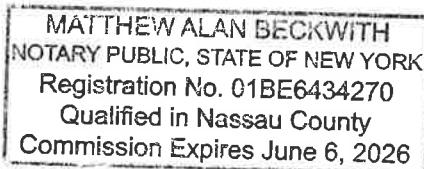
STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 8 day of November in the year 2024 before me personally came -
DANIEL CREIGHTON to me personally known, who, being by me duly sworn, did depose and say that he/she resides in the County of Nassau; that he/she is the City Manager of the City of Long Beach, the municipal corporation described herein and which executed the above instrument; and that he/she signed his/her name thereto by authority of the City Council.

STATE OF NEW YORK)
) ss.:
COUNTY OF NASSAU)



On the 7 day of January in the year 2025 before me personally came Arthur T. Walsh to me personally known, who, being by me duly sworn, did depose and say that he/she resides in the County of Nassau; that he/she is the Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he/she signed his/her name thereto pursuant to Section 205 of the County Government Law of Nassau County.



NOTARY PUBLIC

Exhibit A
Scope of Work and Budget

All activities funded with CDBG funds must meet one of the CDBG program's National Objectives: benefit low and moderate-income persons; aid in the prevention or elimination of slum and blight; or meet community development needs having a particular urgency as defined in 24 CFR Part 570.208.

The Subrecipient will be responsible for administering the CDBG Program in a manner satisfactory to the County and consistent with any standards required as a condition of providing these funds. The program will include the following activities eligible under the CDBG Program:

The total budget under this contract is Six Hundred Thousand Dollars (\$600,000.00).

| | | | |
|---------|---------------------------|--|-------------|
| LB50-01 | Administration & Planning | <p>National Objective: N/A. Eligibility Citation: 570.206.</p> <p>Activity Description: General management, oversight, coordination, monitoring & evaluation costs, and carrying charges related to planning and execution of community development activities. Funds will be used to administer the Community Development Block Grant and all aspects thereof, including salaries, benefits, social security, retirement, and any other taxes associated with said employees. Allocation of the employee's time will follow HUD's time regulations. The funds will cover the salary of the Director of Community Development who will be responsible for shaping and executive the agenda of the office. Funds will also be used for the staffer responsible for working with Nassau County to submit claims for reimbursement and general reporting.</p> <p>Beneficiary Type: N/A Proposed number of beneficiaries: N/A</p> | \$90,000.00 |
|---------|---------------------------|--|-------------|

| | | | |
|----------|---------------------------------|---|--------------|
| LB50-02A | PF&I - TOD | <p>National Objective: Low/Mod Area. Eligibility Citation: 570.201 (c).</p> <p>Activity Description: Funds to be used to create a vibrant, walkable, mixed-use development surrounding the Long Beach LIRR train station - the sixth busiest train station in Nassau and Suffolk Counties - with a specific focus on improving access and connectivity to the low/moderate-income area, City Hall, Kennedy Plaza, and the Police/Fire Stations. The city plans to continue to complete its Complete Streets Initiative by introducing traffic calming measures at key intersections surrounding and leading to the Multimodal Center, which includes the LIRR station and commuter parking, City and NICE bus connections, and a bicycle and bicycle share hub. Complete Street improvements include but are not limited to new and repainted crosswalks, new curb cuts, proper median refuges, wayfinding signage, increased pedestrian visibility, and general streetscape improvements. Costs will include but are not limited to hard and soft costs: engineering, design, material, and labor.</p> <p>Beneficiary Type: People. Proposed number of beneficiaries: Approximately 30,000 people.</p> | \$210,500.00 |
| LB50-02B | PF&I - Streetscape Improvements | <p>National Objective: Low/Mod Area Eligibility Citation: 570.201 (c).</p> <p>Activity Description: Funds will be used for streetscape improvements in the City's downtown W. End neighborhood. Improvements may include but are not limited to new pedestrian crosswalks, traffic calming measures, bicycle lanes, tree grates, sidewalks improvements, ADA accessibility improvements, lighting, street furniture, and other streetscape related improvements. Costs will include but not be limited to hard and soft costs: engineering, design, materials, and labor.</p> | \$75,000.00 |

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| | | Beneficiary Type: People Proposed number of beneficiaries: 15,000 | |
| LB50-02C | PF&I - Fire Station Upgrades | <p>National Objective: Low/Mod Area Eligibility Citation: 570.201 (c).</p> <p>Activity Description: Funds will be used to purchase a portable chest compression machine for use by the Long Beach Fire Department to aid in performing life-saving CPR during emergencies within the City of Long Beach.</p> <p>Beneficiary Type: People. Proposed number of beneficiaries: Approximately 35,000 people.</p> | \$30,000.00 |
| LB50-02D | PF&I - MLK Community Center Upgrades | <p>National Objective: Low/Mod Area Eligibility Citation: 570.201 (c).</p> <p>Activity Description: Funds will be utilized for various upgrades, repairs, replacements at the City-owned MLK Community Center. Improvements will include but not be limited to interior door replacement, new commercial kitchen equipment (such as fridge, stove, range hood, etc., as well as other related community center improvements. Costs will include but not be limited to hard and soft costs: engineering, design, materials, and labor.</p> <p>Beneficiary Type: People Proposed number of beneficiaries: 35,000</p> | \$30,000.00 |
| LB50-02E | PF&I- Recreation Center Upgrades | <p>National Objective: Low/Mod Area Eligibility Citation: 570.201 (c).</p> <p>Activity Description: Funds will be used for various upgrades, repairs, and replacements at the City-owned Recreation Center, which will include but not be limited to new gym equipment and machines such as weights/cardio equipment, treadmills, weight machines, mats, yoga equipment, and other recreation-related costs. Other work will include upgrades and repairs to bathrooms, locker rooms, steam rooms, and other center facilities.</p> <p>Costs will include but not be limited to hard and</p> | \$117,500.00 |

| | | | |
|----------|------------------------------------|---|------------|
| | | <p>soft costs: engineering, design, materials, and labor."</p> <p>Beneficiary Type: People</p> <p>Proposed number of beneficiaries: 35,000</p> | |
| LB50-02F | PF&I - Sherman Brown Park Upgrades | <p>National Objective: Low/Mod Area</p> <p>Eligibility Citation: 570.201 (c).</p> <p>Activity Description: Funds will be used for needed improvements at the City-owned Sherman Brown Community Park. Improvements will include but not be limited to demolition and removal, basketball court resurfacing, new playground and exercise equipment, new safety surface, new fencing, new fence gate, new fence covering for privacy/wind protection, new basketball backboards/rims/nets, new shade structures, lighting, benches, bleachers, picnic tables, bike racks, planters, concrete pads, and other related park and recreational upgrades. Costs will include but not be limited to hard and soft costs: engineering, design, material, and labor.</p> <p>Beneficiary Type: People</p> <p>Proposed number of beneficiaries: Approximately 25,000</p> | \$1,000.00 |
| LB50-03 | Code Enforcement | <p>National Objective: Low/Mod Area.</p> <p>Eligibility Citation: 570.202 (c)</p> <p>Activity Description: Funds will be used to cover staff salaries so that they may spend extra time in CDBG eligible areas of the City checking for compliance with ordinances and regulations regarding health and housing codes, land use and zoning ordinances, sign standards, and uniform building and fire codes.</p> <p>Beneficiary Type: People</p> <p>Proposed number of beneficiaries: Approximately 20,000 people.</p> | \$5,000.00 |

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|----------|----------------------------|--|-------------|
| LB50-04 | Residential Rehabilitation | <p>National Objective: Low/Mod Housing. Eligibility Citation: 570.202 (a) (1)</p> <p>Activity Description: Funds will be used for residential home rehabilitation for low-moderate income homeowners. Projects may include but are not limited to correcting code and safety violations, handicap accommodations, energy efficiency improvements, weatherization upgrades, and other needed improvements to increase quality of life.</p> <p>Beneficiary Type: Household Proposed number of beneficiaries: 1</p> | \$1,000.00 |
| LB50-05A | PS - Senior Services | <p>National Objective: Low/Mod-Limited Clientele Based on Household Size & Income Eligibility Citation: 570.201 (e).</p> <p>Activity Description: Funds will be used to promote the well-being of seniors through coordinated and cost-effective services which enhance their independence, dignity, and quality of life. Services offered may include, but are not limited to recreational activities, technology assistance, personal care support, health workshops, creative arts programs, access to meals, mobility resources, financial assistance, field trips, and other senior activities. Senior programs/services will be supplemented by programs already offered in the city. Collaboration with local community-based organizations and agencies will take place and guarantee all needs are met in the most efficient way.</p> <p>Beneficiary Type: Seniors Proposed number of beneficiaries: Approximately 20 seniors</p> | \$20,000.00 |

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|--------------|---------------------|--|---------------------|
| LB50-05B | PS - Youth Services | National Objective: Low/Mod-Limited Clientele Based on Household Size & Income Eligibility Citation: 570.201 (e). Activity Description: Funds will be used to promote the well-being of youth through coordinated programs and services that support their development and independence. Activities offered may include but are not limited to: City Hall internship opportunities, recreational activities, summer camp programs, educational programs, creative arts programs, college/career readiness programs, financial literacy programs, community building programs, and other services related to youth development. Beneficiary Type: Youth Proposed number of beneficiaries: Approximately 10 youths. | \$20,000.00 |
| Total | | | \$600,000.00 |

Reports to be submitted by subrecipient to NC OCD (when applicable):

1. HUD 4710 - Semi-annual Labor Standards Report – April and September
2. HUD 2516 – Contractor/subcontractor Activity Report - September
3. Section 3 Report – Submit with CAPER for any construction project over \$200,000
4. CAPER Reports - Ongoing

Additional Provisions:

- 1) In the event of any conflict between the Agreement and Exhibit A, the provisions of **Exhibit A** will control.
- 2) Whereas the expenditure of these federal funds varies per project and based upon federal eligibility requirements making certain provisions of this Agreement inapplicable to one project but applicable to another project; OCD, in its sole discretion, can waive any requirements of the Subrecipient under this Agreement. Provided however, that such a waiver is not in violation of Federal and/or Nassau County requirements, program regulations and/or applicable laws. Said waiver

can be granted only by the Executive Director/Director of OCD and is intended to maximize the efficiency of the programs.

- 3) The Subrecipient shall ensure that any contract entered into with another party/third party as a result of this Agreement and/or to assist in the completion of the Activities under this Agreement are bound by the terms of this Agreement and all applicable laws, including but not limited to federal regulations and HUD program guidelines. The applicable federal statutes shall be listed in any applicable third-party agreements and shall be strictly adhered to. Failure to comply with this provision may result in recapture of funds allocated by this Agreement. Should HUD seek repayment of funds from Nassau County as a result of the Subrecipient failure to comply with this provision, then the Subrecipient shall be responsible for repayment of those funds to the County.
- 4) All subcontracts/third party contracts must contain **Exhibit D** of this Agreement as part of their agreement.
- 5) Administrative Service Charge. In accordance with Ordinance Number 74-1979, as amended by Ordinance Number 128-2006, the administrative service charge for this Agreement has been waived.
- 6) When publishing materials, such as signs or brochures, that concern this Agreement, the Subrecipient shall ensure recognition of the Nassau County Office of Community Development (OCD). A copy of all such materials must be forwarded to the OCD prior to publication for approval.

Timeline for completion of Activities:

In accordance with 24 CFR 570.503 (b) (1), the Subrecipient shall complete all of the Activities for which funding is being provided and as identified within this Agreement by August 31, 2026. OCD, in its sole discretion can extend the anticipated completion date in accordance with the provisions of this Agreement and HUD regulations. Such an extension shall not be unreasonably withheld by OCD.

Exhibit B
Additional Federal Requirements

I. GENERAL FEDERAL CONDITIONS:

A. General Compliance. The Subrecipient, Developer or Contractor shall comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 [the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)] including subpart K of these regulations, except that:

1. The Subrecipient, Developer or Contractor does not assume the environmental responsibilities of Nassau County as Lead Agency Recipient described in 24 CFR 570.604 (National Environmental Review Act “NEPA” Review), and

2. The Subrecipient, Developer or Contractor does not assume the recipient’s responsibility for initiating the review process under the provisions of 24 CFR Part 52.

3. The Subrecipient, Developer or Contractor also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract.

4. The Subrecipient, Developer or Contractor further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. Subcontract Requirements. In the event that the Subrecipient, Developer or Contractor subcontracts to another subcontractor or organization, the Subrecipient, Developer or Contractor must prepare and enter into a written subcontract. The Subrecipient, Developer or Contractor shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement. The Subrecipient, Developer or Contractor will be responsible for monitoring the subcontractor or subgrantee for performance.

C. General Conduct

1. Hatch Act. The Subrecipient, Developer or Contractor shall ensure that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

2. Prohibited Activity. The Subrecipient, Developer or Contractor is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

3. Conflict of Interest. The Subrecipient, Developer or Contractor shall abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

a. The Subrecipient, Developer or Contractor shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

b. No employee, officer or agent of the Subrecipient, Developer or Contractor shall participate in the selection, or in the award or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure and for a period of one (1) year thereafter. For purposes of this paragraph, a “covered person” includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

4. Lobbying. The Subrecipient, Developer or Contractor hereby certifies that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions; and

c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subcontractors shall certify and disclose accordingly:

d. It will execute and comply with the Lobbying Certification obligation as follows:

“This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for

making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.”

5. Copyright. If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

6. Religious Activities. The Subrecipient or Contractor agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytizing.

II. ENVIRONMENTAL CONDITIONS

A. General Environmental Compliance. The Subrecipient, Developer or Contractor shall comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. §§ 7401, et seq.;
- Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251, et seq., as amended, 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;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.
- National Environmental Policy Act of 1969.
- HUD Environmental, Review Procedures (24 CFR Part 58). Depending on the project, categorical exclusions set forth at 24 CFR 58.35 may apply to certain CDBG activities for which no environmental impact statement or environmental assessment and finding of no significant impact under NEPA is required.
- B. National Environmental Policy Act Review. The National Environmental Policy Act of 1969 (42 USC Section 4321, et seq.) establishes national policies, goals and procedures for protecting, restoring, and enhancing environmental quality.

HUD requires NEPA environmental reviews to be conducted before proceeding with actions that may affect the environment. In addition to NEPA regulations, the Subrecipient or Contractor must comply with other applicable federal and state environmental and historic regulations governing activities funded with CDBG monies.

1. Subrecipients, Developers and Contractors are required to fully comply with all federal and state environmental and historic regulations. The goals of these regulations are to assure that development is compatible with environmental and historic

conditions and does not adversely impact environmental and historic conditions, and that the users of the project will be given a safe, healthy, and enjoyable environment.

2. Nassau County has been designated by HUD to conduct NEPA Review on each activity funded with HUD funds. This entails determining the impact of the project on the environment and the historic nature of the community as well as the impact of the environment on the project.

3. Subrecipient, Developer or Contractor must supply the County's designated Environmental Officer with sufficient detail about each project to complete an environmental review.

4. To the extent to which NEPA requirements are applicable, the NEPA review process must be completed, and the release of funds approved before OCD commits any funds on any activity or project. Additionally, until the release of funds has been approved, non-federal funds cannot be committed if the activity or project would have an adverse environmental impact or limit the choice of reasonable alternatives. The County will provide the Subrecipient, Developer or Contractor with notification regarding the release of funds.

C. Flood Disaster Protection. In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, the Subrecipient, Developer or Contractor shall obtain and maintain as a condition of financial assistance for acquisition or construction purposes (including rehabilitation) flood insurance under the National Flood Insurance Program. Flood maps are available at [Flood Maps | FEMA.gov](#).

D. Lead-Based Paint.

1. The Subrecipient, Developer or Contractor shall comply with HUD Lead-Based Paint Regulations found at 24 CFR 570.608 and 24 CFR Part 35, Subpart B (the "Lead Rule") when undertaking any construction or rehabilitation of residential structures with assistance provided under this Agreement. The Lead Rule requires compliance with lead paint risk assessment, paint evaluation and testing, and the use of interim controls or abatement when necessary, depending upon the amount of Federal funds applied to a property. The regulations further require the proper training and certification of all contractors undertaking rehabilitation activities.

2. Notification: Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Proper notification is made by providing the EPA brochure entitled: "Renovate Right: Important Lead Hazard Information for Families, Child Care Providers and Schools." This brochure is available on HUD's website at: [The Lead-Safe Certified Guide to Renovate Right \(hud.gov\)](#).

This brochure may be reproduced by the Subrecipient, Developer or Contractor and should be distributed as broadly as possible. The brochure has a form attached which must be used to document receipt of the brochure by homeowners or tenants before

rehabilitation activities are undertaken. Subrecipients, Developers or contractors who undertake rehabilitation programs shall retain the documentation of the receipt of the brochure with program files.

3. Nassau County Department of Health is part of the New York State and US Centers for Disease Control Childhood Lead Poisoning Prevention program, which includes monitoring the testing of children under the age of seven for elevated levels of lead. Nassau County Department of Health should be contacted if the Subrecipient, Developer or Contractor identifies children who may need blood lead level screening.

E. Historic Preservation.

1. The Subrecipient, Developer or Contractor shall comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement.

2. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list. This will be done as part of the NEPA review process.

III. EMPLOYMENT CONDITIONS

A. OSHA. Where employees are engaged in activities not covered under the Occupational Safety and Health Act of 1970, they shall not be required or permitted to work, be trained, or receive services in buildings or surroundings or under working conditions which are unsanitary, hazardous or dangerous to the participants' health or safety.

B. Labor Standards.

1. The Subrecipient, Developer or Contractor shall comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement.

2. The Subrecipient, Developer or Contractor shall comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 et seq.) and the related implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient, Developer or Contractor shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to OCD for review upon request.

3. Davis Bacon Threshold: The Subrecipient, Developer or Contractor agrees that, except with respect to the rehabilitation or construction of residential

property containing fewer than eight (8) units, all contractors engaged under contracts in excess of Two Thousand Dollars (\$2,000.00) for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; 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 Subrecipient, Developer or Contractor of its obligation, if any, to require payment of the higher wage.

4. Inclusion in Contracts: The Subrecipient, Developer or Contractor shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

This includes:

- Attaching and making part of each tier of bid solicitations and construction contracts:
 - Federal Labor Standards Wage Determination: NY080013
 - Federal Labor Standards Provision: (HUD 4010)
 - Although New York State prevailing wages may also be applicable in a project with a mix of funding, the Federal Wage Determination must also be included in the bid/contract documents when Federal funds are used on a project.
- The following must be posted at the project site:
 - Project Wage Sheet: HUD Form 4720 or the entire wage decision.
 - Notice to All Employees Poster: Form WH1321 – located at <http://www.dol.gov/esa/whdregs/compliance/posters/fedprojc.pdf>
- If a work classification is not included in the wage decision (HUD 4230a) – it should be provided to the County to be submitted to HUD OLR.
- Project files must include copies of Notices for Bids and Copies of Notices of Contract Awards.
- If applicable, Developer's/Subrecipient's/Contractor's /Subcontractors' Certified (signed) weekly payrolls must be reviewed and checked for compliance with wage determinations in accordance with HUD procedures. With the submission of the first payroll, the Subrecipient or contractor must submit the following form: HUD 5282.
- Employee interviews must be conducted and recorded on HUD Form 11 and onsite complaints recorded on HUD Form 4731. OCD will notify HUD

Office of Labor Relations of any underpayments or Davis Bacon and related Acts violations.

- Apprentices and trainees must be registered in State Apprenticeship Council approved programs and certification must be included with the payroll submission.

5. Nassau County OCD Review: Subrecipient, Developer or Contractor should submit to OCD copies of all bid documents prior to solicitation for review. In addition, question related to Davis Bacon compliance and applicability should be directed to assigned OCD staff for review with HUD Office of Labor Relations Staff.

6. Subrecipient, Developer or Contractor must complete and submit the Semi-Annual Labor Standards Enforcement Report (HUD Form 4710), when applicable, to OCD to compile and send to HUD Office of Labor Relations.

C. Providing Economic Opportunities under Section 3 of the Housing and Urban Development Act of 1968 as Amended.

1. Purpose. Section 3 refers to Section 3 of the Housing and Urban Development Act of 1968 (12 USC 1701u), as amended by Section 915 of the Housing and Community Development Act of 1992 (referred to as “Section 3”). Section 3 was enacted to ensure that economic opportunities, most importantly employment, generated by certain HUD financial assistance shall be directed to low- and very low-income persons (“Economic Opportunities”). Economic Opportunities should be particularly targeted to recipients of government assistance for housing or residents of the community where Federal assistance is spent.

2. Section 3 New Rule. The HUD Secretary issued a Section 3 Final Rule *“Enhancing and Streamlining the Implementation of Section 3 Requirements for Creating Economic Opportunities for Low- and Very Low-Income Persons and Eligible Businesses”* (<https://www.govinfo.gov/content/pkg/FR-2020-09-29/pdf/2020-19185.pdf>), with an effective date of November 30, 2020.

The HUD Section 3 regulations promulgated in 24 CFR Part 135 have been superseded by 24 CFR Part 75 (referred to as “Part”) for contracts executed on or after July 1, 2021 (<https://www.ecfr.gov/cgi-bin/retrieveECFR?n=pt24.1.75>). On March 25, 2021, HUD issued Frequently Asked Questions for Section 3 Final Rule (<https://www.hud.gov/sites/documents/11SECFAQS.PDF>). Subrecipients and contractors shall become familiar with and comply with the new regulations, particularly 24 CFR 75 Subpart A-General Provisions and Subpart C – Additional Provisions for Housing and Community Development Financial Assistance, and Subpart D – Provisions for Multiple Funding Sources, Recordkeeping, and Compliance. Projects for public housing authorities shall comply with Subpart B.

We summarize key requirements below, but the Subrecipient, Contractor, or Subcontractor, must review and comply with the federal regulations and the Section 3 final rule as they are written. HUD continues to provide additional information about the New Section 3 Final Rule, provides training, and posts information on the Section 3

landing page: <https://www.hudexchange.info/news/stay-up-to-date-on-the-section-3-program/> and <https://www.hudexchange.info/programs/section-3/>.

3. Section 3 Compliance. As a Subrecipient or Contractor receiving community development financial assistance under this contract, you shall comply with Section 3 for all *Section 3 Projects*. Therefore, it is recommended that you have someone serve as a coordinator for Section 3 compliance and develop a plan for Section 3 compliance.

We have included useful links to assist you in compliance. HUD provides a Section 3 Webpage that includes a registry for businesses who self-identify as *Section 3 Business Concerns* [Section 3 Performance Evaluation and Registry System \(SPEARS\)](#) | [HUD.gov / U.S. Department of Housing and Urban Development \(HUD\)](#) and people who self-identify as *Section 3 Workers* [Section 3 - Economic Opportunities](#) | [HUD.gov / U.S. Department of Housing and Urban Development \(HUD\)](#). HUD requires that you independently verify and document eligibility.

4. Section 3 Thresholds.

(i) Section 3 Projects (“Section 3 Projects”) means housing rehabilitation, housing construction, and other public construction projects assisted under HUD programs that provide housing and community development financial assistance when the total amount of assistance to the project exceeds a threshold of \$200,000. The project is the site or sites, together with any building(s) and improvements located on the site(s) under common ownership, management, and financing.

(ii) The HUD Secretary must update thresholds not less than every five (5) years, so the threshold is subject to change.

(iii) Once a project is determined to be subject to Section 3 requirements, the requirements extend to the entire project regardless of whether the project is fully or partially assisted under HUD programs for housing and community development financial assistance.

(iv) Contracts for materials. Section 3 requirements do not apply to material supply contracts.

(v) Subrecipients whose projects do not fall under Section 3 are nonetheless encouraged to comply with the Section 3 preference requirements and must complete HUD Form 60002.

5. Section 3 Benchmark Reporting Goals

HUD has published a benchmark notice at:

In summary, HUD currently issued *Section 3 Benchmarks* for housing and community development assistance projects as follows: [2020-19183.pdf \(govinfo.gov\)](#)

The *Benchmark for Section 3 Workers* is set at 25 percent or more of the total number of labor hours worked by all workers on a *Section 3 Project*. The benchmark for *Targeted Section 3 Workers* is set at 5 percent or more of the total number of labor hours worked by all workers on a *Section 3 Project*. This means that the 5 percent is included as part of the 25 percent threshold.

Qualitative Efforts: If your organization *does not meet all benchmark goals* for employment or contracting, you must report on the *qualitative efforts* and those of your contractors or subcontractors. Such qualitative efforts may, for example, include but are not limited to the following:

- Engaged in outreach efforts to generate job applicants who are *Targeted Section 3 Workers*.
- Provided training or apprenticeship opportunities.
- Provided technical assistance to help *Section 3 Workers* compete for jobs (e.g., resume assistance, coaching).
- Provided or connected *Section 3 Workers* with assistance in seeking employment, including drafting resumes, preparing for interviews, and finding job opportunities connecting residents to job placement services.
- Held one or more job fairs.
- Provided or referred *Section 3 Workers* to services supporting work readiness and retention (e.g., work readiness activities, interview clothing, test fees, transportation, childcare).
- Provided assistance to apply for/or attend community college, a four-year educational institution, or vocational/technical training.
- Assisted *Section 3 Workers* in obtaining financial literacy training and/or coaching.
- Engaged in outreach efforts to identify and secure bids from *Section 3 Business Concerns*.
- Provided technical assistance to help *Section 3 Business Concerns* understand and bid on contracts.
- Divided contracts into smaller jobs to facilitate participation by *Section 3 Business Concerns*.
- Provided bonding assistance, guaranties, or other efforts to support viable bids from *Section 3 Business Concerns*.
- Promoted the use of business registries designed to create opportunities for disadvantaged and small businesses.
- Outreach, engagement, or referrals with the state one-stop system as defined in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.

Safe Harbor Determination:

Recipients will be considered to have complied with the Section 3 requirements and met the safe harbor, in the absence of evidence to the contrary, if they certify that they have followed the required prioritization of effort and met or exceeded the applicable Section 3 benchmarks.

If a recipient agency or contractor does not meet the benchmark requirements but can provide evidence that they have made a number of *qualitative efforts* to assist low- and very low-income persons with employment and training opportunities, the recipient or contractor is considered to be in compliance with Section 3, absent evidence to the contrary (i.e., evidence or findings obtained from a Section 3 compliance review).

7. Selected Definitions (for a full list see 24 CFR §75.5)

The terms *HUD*, *Public housing*, and *Public Housing Agency (PHA)* are defined in 24 CFR part 5. The following definitions also apply to this Part:

1937 Act means the United States Housing Act of 1937, 42 USC 1437 *et seq.*

Contractor means any entity entering into a contract with:

(1) A recipient to perform work in connection with the expenditure of public housing financial assistance or for work in connection with a *Section 3 Project*; or

(2) A subrecipient for work in connection with a *Section 3 Project*.

Labor hours means the number of paid hours worked by persons on a *Section 3 Project* or by persons employed with funds that include public housing financial assistance.

Low-income person means a person as defined in Section 3(b)(2) of the 1937 Act. Low- and very low-income limits are defined in Section 3(b)(2) of the Housing Act of 1937 and are determined annually by HUD. These limits are typically established at 80 percent and 50 percent of the area median individual income. HUD income limits may be obtained from: <https://www.huduser.gov/portal/datasets/il.html>.

Material supply contracts mean contracts for the purchase of products and materials, including, but not limited to, lumber, drywall, wiring, concrete, pipes, toilets, sinks, carpets, and office supplies.

Professional services mean non-construction services that require an advanced degree or professional licensing, including, but not limited to, contracts for legal services, financial consulting, accounting services, environmental assessment, architectural services, and civil engineering services.

Recipient means any entity that receives directly from HUD public housing financial assistance or housing and community development assistance that funds *Section 3 Projects*. Such entity includes, but is not limited to, any State, *local government*, instrumentality, PHA, or other public agency, public or private nonprofit organization.

Section 3 Business Concern means:

(1) A business concern meeting at least one of the following criteria, documented within the last six-month period:

(i) It is at least 51 percent owned and controlled by low- or very low-income persons;

(ii) Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by *Section 3 Workers*; or

(iii) It is a business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

(2) The status of a Section 3 business concern shall not be negatively affected by a prior arrest or conviction of its owner(s) or employees.

(3) Nothing in this *Part* shall be construed to require the contracting or subcontracting of a Section 3 business concern. *Section 3 Business Concerns* are not exempt from meeting the specifications of the contract.

A non-profit organization can be a *Section 3 Business Concern*. Non-profit organizations must meet the criteria of a Section 3 business concern as defined at 24 CFR § 75.5 in order to receive Section 3 preference.

“*Service area*” or the “*neighborhood of the project*” means an area within one mile of the Section 3 project or, if fewer than 5,000 people live within one mile of a Section 3 project, within a circle centered on the Section 3 project that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census.

Section 3 Worker means:

(1) Any worker who currently fits or when hired within the past five years fit at least one of the following categories, as documented:

(i) The worker’s income for the previous or annualized calendar year is below the income limit established by HUD.

(ii) The worker is employed by a *Section 3 Business Concern*.

(iii) The worker is a YouthBuild participant.

(2) The status of a *Section 3 Worker* shall not be negatively affected by a prior arrest or conviction.

(3) Nothing in this *Part* shall be construed to require the employment of someone who meets this definition of a *Section 3 Worker*. *Section 3 Workers* are not exempt from meeting the qualifications of the position to be filled.

Section 8-assisted housing refers to housing receiving project-based rental assistance or tenant-based assistance under Section 8 of the 1937 Act.

Service area or the neighborhood of the project means an area within one mile of the *Section 3 Project* or, if fewer than 5,000 people live within one mile of a *Section 3 Project*, within a circle centered on the Section 3 Project that is sufficient to encompass a population of 5,000 people according to the most recent US Census.

Subcontractor means any entity that has a contract with a contractor to undertake a portion of the contractor's obligation to perform work in connection with the expenditure of public housing financial assistance or for a *Section 3 Project*.

Subrecipient has the meaning provided in the applicable program regulations or in 2 CFR 200.93.

Targeted Section 3 Worker has the meanings provided in §§75.11, 75.21, or 75.29, and does not exclude an individual that has a prior arrest or conviction.

Very low-income person means the definition for this term set forth in section 3(b)(2) of the 1937 Act.

YouthBuild is a community-based pre-apprenticeship program that provides job training and educational opportunities for at-risk youth ages 16-24 who have previously dropped out of high school. YouthBuild participants learn vocational skills in construction and other in-demand industries that include health care, information technology, and hospitality. Youth also provide community service through the required construction or rehabilitation of affordable housing for low-income or homeless families in their own neighborhoods. *Youth Build - Long Island* is a program of the United Way of Long Island, and below is their link: <https://www.unitedwayli.org/youthbuild-long-island>. You should include them in your Section 3 outreach program.

Subpart C – Additional Provisions for Housing and Community Development Financial Assistance

§75.19 Requirements.

(a) *Employment and training.* (1) To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, recipients covered by this subpart shall ensure that employment and training opportunities arising in connection with *Section 3 Projects* are provided to *Section 3 Workers* within the metropolitan area (or nonmetropolitan county) in which the project is located.

(2) Where feasible, priority for opportunities and training described in paragraph (a)(1) of this section should be given to:

(i) *Section 3 Workers* residing within the service area or the neighborhood of the project, and

(ii) Participants in YouthBuild programs.

(b) *Contracting.* (1) To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, recipients covered by this subpart shall ensure contracts for work awarded in connection with *Section 3 Projects* are provided to

business concerns that provide economic opportunities to *Section 3 Workers* residing within the metropolitan area (or nonmetropolitan county) in which the project is located.

(2) Where feasible, priority for contracting opportunities described in paragraph (b)(1) of this section should be given to:

(i) *Section 3 Business Concerns* that provide economic opportunities to *Section 3 Workers* residing within the service area or the neighborhood of the project, and

(ii) YouthBuild programs.

§75.21 Targeted Section 3 Worker for housing and community development financial assistance.

(a) *Targeted Section 3 Worker.* A *Targeted Section 3 Worker* for housing and community development financial assistance means a *Section 3 Worker* who is:

(1) A worker employed by a *Section 3 Business Concern*; or

(2) A worker who currently fits or when hired fit at least one of the following categories, as documented within the past five years:

(i) Living within the *service area or the neighborhood of the project, as defined in §75.5*; or

(ii) A YouthBuild participant.

§75.23 Section 3 safe harbor.

(a) *General.* Recipients will be considered to have complied with requirements in this *Part*, in the absence of evidence to the contrary if they:

(1) Certify that they have followed the prioritization of effort in §75.19; and

(2) Meet or exceed the applicable *Section 3 Benchmark* as described in §75.23 paragraph (b).

(b) *Establishing benchmarks.*

(1) HUD will establish Section 3 benchmarks for *Section 3 Workers* or *Targeted Section 3 Workers* or both through a document published in the FEDERAL REGISTER. HUD may establish a single nationwide benchmark for *Section 3 Workers* and a single nationwide benchmark for *Targeted Section 3 Workers* or may establish multiple benchmarks based on geography, the nature of the *Section 3 Project*, or other variables. HUD will update the benchmarks through a document published in the FEDERAL

REGISTER, subject to public comment, not less frequently than once every three (3) years. Such notice shall include aggregate data on labor hours and the proportion of recipients meeting benchmarks, as well as other metrics reported pursuant to §75.25 as deemed appropriate by HUD for the three (3) most recent reporting years.

(2) In establishing the Section 3 benchmarks, HUD may consider the industry averages for labor hours worked by specific categories of workers or in different localities or regions; averages for labor hours worked by *Section 3 Workers* and *Targeted Section 3 Workers* as reported by recipients pursuant to this section, and any other factors HUD deems important. In establishing the Section 3 benchmarks, HUD will exclude professional services from the total number of labor hours as such hours are excluded from the total number of labor hours to be reported per §75.25(a)(4).

(3) Section 3 benchmarks will consist of the following two ratios:

(i) The number of labor hours worked by *Section 3 Workers* divided by the total number of labor hours worked by all workers on a *Section 3 Project* in the recipient's program year.

(ii) The number of labor hours worked by *Targeted Section 3 Workers* as defined in §75.21(a), divided by the total number of labor hours worked by all workers on a *Section 3 Project* in the recipient's program year.

§75.25 Reporting.

(a) *Reporting of labor hours.* (1) For *Section 3 Projects*, recipients must report in a manner prescribed by HUD:

(i) The total number of labor hours worked;

(ii) The total number of labor hours worked by *Section 3 Workers*; and

(iii) The total number of labor hours worked by *Targeted Section 3 Workers*.

(2) *Section 3 Workers'* and *Targeted Section 3 Workers'* labor hours may be counted for five years from when their status as a *Section 3 Worker* or *Targeted Section 3 Worker* is established pursuant to §75.31.

(3) The labor hours reported under paragraph (a)(1) of this section must include the total number of labor hours worked on a *Section 3 Project*, including labor hours worked by any subrecipients, contractors, and subcontractors that the recipient is required, or elects pursuant to paragraph (a)(4) of this section, to report.

(4) Recipients reporting under this section, as well as subrecipients, contractors, and subcontractors who report to recipients, may report labor hours by *Section 3 Workers*, under paragraph (a)(1)(ii) of this section, and labor hours by *Targeted Section 3 Workers*,

under paragraph (a)(1)(iii) of this section, from professional services without including labor hours from professional services in the total number of labor hours worked under paragraph (a)(1)(i) of this section. If a contract covers both professional services and other work and the recipient or contractor, or subcontractor chooses not to report labor hours from professional services, the labor hours under the contract that are not from professional services must still be reported.

(5) Recipients may report their own labor hours or that of a subrecipient, contractor, or subcontractor based on the employer's good-faith assessment of the labor hours of a full-time or part-time employee informed by the employer's existing salary or time and attendance-based payroll systems, unless the project or activity is otherwise subject to requirements specifying time and attendance reporting.

(b) *Additional reporting if Section 3 benchmarks are not met.* If the recipient's reporting under paragraph (a) of this section indicates that the recipient has not met the Section 3 benchmarks described in §75.23, the recipient must report in a form prescribed by HUD on the qualitative nature of its activities and those its contractors and subcontractors pursued. Such qualitative efforts may, for example, include but are not limited to the following:

(1) Engaged in outreach efforts to generate job applicants who are *Targeted Section 3 Workers*.

(2) Provided training or apprenticeship opportunities.

(3) Provided technical assistance to help *Section 3 Workers* compete for jobs (e.g., resume assistance, coaching).

(4) Provided or connected *Section 3 Workers* with assistance in seeking employment, including drafting resumes, preparing for interviews, and finding job opportunities connecting residents to job placement services.

(5) Held one or more job fairs.

(6) Provided or referred *Section 3 Workers* to services supporting work readiness and retention (e.g., work readiness activities, interview clothing, test fees, transportation, childcare).

(7) Provided assistance to apply for/or attend community college, a four-year educational institution, or vocational/technical training.

(8) Assisted *Section 3 Workers* to obtain financial literacy training and/or coaching.

(9) Engaged in outreach efforts to identify and secure bids from *Section 3 Business Concerns*.

(10) Provided technical assistance to help *Section 3 Business Concerns* understand and bid on contracts.

(11) Divided contracts into smaller jobs to facilitate participation by *Section 3 Business Concerns*.

(12) Provided bonding assistance, guaranties, or other efforts to support viable bids from *Section 3 Business Concerns*.

(13) Promoted the use of business registries designed to create opportunities for disadvantaged and small businesses.

(14) Outreach, engagement, or referrals with the state one-stop system as defined in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.

(c) *Reporting frequency.* Unless otherwise provided, recipients must report annually to HUD under paragraph (a) of this section and, where required, under paragraph (b) of this section, on all projects completed within the reporting year in a manner consistent with reporting requirements for the applicable HUD program.

§75.27 Contract provisions.

(a) Recipients must include language applying Section 3 requirements in any subrecipient agreement or contract for a *Section 3 Project*.

(b) Recipients of Section 3 funding must require subrecipients, contractors, and subcontractors to meet the requirements of §75.19, regardless of whether Section 3 language is included in recipient or subrecipient agreements, program regulatory agreements, or contracts.

Subpart D – Provisions for Multiple Funding Sources, Recordkeeping, and Compliance

§75.29 Multiple funding sources.

(a) If a housing rehabilitation, housing construction, or other public construction project is subject to Section 3 pursuant to §75.3(a)(1) and (2), the recipient must follow subpart B of this *Part* for the public housing financial assistance and may follow either subpart B or C of this *Part* for the housing and community development financial assistance. For such a project, the following applies:

(1) For housing and community development financial assistance, a *Targeted Section 3 Worker* is any worker who meets the definition of a *Targeted Section 3 Worker* in either subpart B or C of this *Part*; and

(2) The recipients of both sources of funding shall report on the housing rehabilitation, housing construction, or other public construction project as a whole and shall identify the multiple associated recipients. PHAs and other recipients must report the following information:

- (i) The total number of labor hours worked on the project;
 - (ii) The total number of labor hours worked by *Section 3 Workers* on the project; and
 - (iii) The total number of labor hours worked by *Targeted Section 3 Workers* on the project.
- (b) If a housing rehabilitation, housing construction, or other public construction project is subject to Section 3 because the project is assisted with funding from multiple sources of housing and community development assistance that exceed the thresholds in §75.3(a)(2), the recipient or recipients must follow subpart C of this *Part*, and must report to the applicable HUD program office, as prescribed by HUD.

§75.31 Recordkeeping.

(a) HUD shall have access to all records, reports, and other documents or items of the recipient that are maintained to demonstrate compliance with the requirements of this *Part*, or that are maintained in accordance with the regulations governing the specific HUD program by which the *Section 3 Project* is governed, or the public housing financial assistance is provided or otherwise made available to the recipient, subrecipient, contractor, or subcontractor.

(b) Recipients must maintain documentation, or ensure that a subrecipient, contractor, or subcontractor that employs the worker maintains documentation, to ensure that workers meet the definition of a *Section 3 Worker* or *Targeted Section 3 Worker*, at the time of hire or the first reporting period, as follows:

(1) For a worker to qualify as a *Section 3 Worker*, one of the following must be maintained:

- (i) A worker's self-certification that their income is below the income limit from the prior calendar year;
- (ii) A worker's self-certification of *Participation* in a means-tested program such as public housing or Section 8-assisted housing;
- (iii) Certification from a PHA, or the owner or property manager of project-based Section 8-assisted housing, or the administrator of tenant-based Section 8-assisted housing that the worker is a participant in one of their programs;

(iv) An employer's certification that the worker's Income from that employer is below the income limit when based on an employer's calculation of what the worker's wage rate would translate to if annualized on a full-time basis; or

(v) An employer's certification that the worker is employed by a Section 3 business concern.

(2) For a worker to qualify as a *Targeted Section 3 Worker*, one of the following must be maintained:

(i) For a worker to qualify as a *Targeted Section 3 Worker* under subpart B of this *Part*:

(A) A worker's self-certification of participation in public housing or Section 8-assisted housing programs;

(B) Certification from a PHA, or the owner or property manager of project-based Section 8-assisted housing, or the administrator of tenant-based Section 8-assisted housing that the worker is a participant in one of their programs;

(C) An employer's certification that the worker is employed by a Section 3 business concern; or

(D) A worker's certification that the worker is a YouthBuild participant.

(ii) For a worker to qualify as a *Targeted Section 3 Worker* under subpart C of this *Part*:

(A) An employer's confirmation that a worker's residence is within one mile of the worksite or, if fewer than 5,000 people live within one mile of a worksite, within a circle centered on the worksite that is sufficient to encompass a population of 5,000 people according to the most recent US Census;

(B) An employer's certification that the worker is employed by a Section 3 business concern; or

(C) A worker's self-certification that the worker is a YouthBuild participant.

(c) The documentation described in paragraph (b) of this section must be maintained for the time period required for record retentions in accordance with applicable program regulations or, in the absence of applicable program regulations, in accordance with 2 CFR part 200.

(d) A PHA or recipient may report on *Section 3 Workers* and *Targeted Section 3 Workers* for five years from when their certification as a *Section 3 Worker* or *Targeted Section 3 Worker* is established.

§75.33 Compliance.

(a) *Records of compliance.* Each recipient shall maintain adequate records demonstrating compliance with this *Part*, consistent with other recordkeeping requirements in 2 CFR part 200.

(b) *Complaints.* Complaints alleging failure of compliance with this *Part* may be reported to the HUD program office responsible for the public housing financial assistance or the *Section 3 Project* or to the local HUD field office.

(c) *Monitoring.* HUD will monitor compliance with the requirements of this *Part*. The applicable HUD program office will determine appropriate methods by which to oversee Section 3 compliance. HUD may impose appropriate remedies and sanctions in accordance with the laws and regulations for the program under which the violation was found.

IV. RELOCATION, REAL PROPERTY ACQUISITION and ONE-FOR-ONE HOUSING REPLACEMENT

A. In the event that a Subrecipient, Developer or Contractor has a property acquisition project for either residential or commercial property and the property has a tenant or owner who may be displaced or relocated either permanently or temporarily, OCD staff and/ or HUD Community Planning & Development Relocation staff should be immediately notified so that an assessment can be made as to whether the Uniform Relocation Act is triggered. In the event that the URA is triggered, OCD will assist the Subrecipient or Contractor in establishing a project specific relocation plan to satisfy the requirements of the URA.

B. The Subrecipient, Developer or Contractor shall comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (“URA”) and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. More information is available at: [Real Estate Acquisition and Relocation - HUD Exchange](#)

C. The Subrecipient, Developer or Contractor shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b) (2) who are displaced as a direct result of acquisition, rehabilitation, demolition or conversion of a CDBG-assisted project. The Subrecipient, Developer or Contractor shall also comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

D. Congress has statutorily prohibited the use of federal funds for eminent domain purposes starting in Federal Fiscal Year 2006 with limited exceptions such as public purpose. This Congressional prohibition is detailed in Federal Notice: **FR-5077-N-01: Vol. 71, No.136 - Monday, July 17, 2006 Statutory Prohibition on Use of HUD Fiscal Year (FY) 2006 Funds for Eminent Domain- Related Activities**. This Notice can be accessed at: [Federal Register :: Statutory Prohibition on Use of HUD Fiscal Year \(FY\) 2006 Funds for Eminent Domain-Related Activities](#)

V. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. **Compliance.** The US Department of Housing and Urban Development (“HUD”) and Nassau County are committed to assuring that CDBG Subrecipients and Contractors take positive steps to ensure that all persons receive equal opportunity to housing, employment, public facilities and services, contracting and business opportunities, and CDBG funds, benefits and services, and are protected from displacement. In addition to equal access, Subrecipient, Developer and Contractors must affirmatively further fair housing and also provide accessibility for persons with disabilities.

Subrecipient, Developers and Contractors are responsible for implementing their projects in compliance with all local, state and federal laws and regulations regarding civil rights, fair housing and equal opportunity. This grant agreement certifies that the Subrecipient, Developer or Contractor will actively enforce the provisions of such statutes and regulations and develop strategies for addressing the requirements. To ensure compliance, attention to the civil rights, fair housing and equal opportunity components of your CDBG projects must be all-inclusive, from the project design to the final progress report.

Subrecipients, Developers and Contractors must:

- demonstrate that they afford equal employment opportunities to all persons;
- take affirmative steps to ensure that minority groups are informed of grant opportunities;
- demonstrate that their program benefits are not awarded in ways that discriminate; and
- Take affirmative steps to promote fair and equal access to housing, regardless of the type of grant.

The Subrecipient, Developer or Contractor shall comply with: The New York State and Nassau County Civil Rights and Fair Housing Laws, Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended (the Federal Fair Housing Act), Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of

1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

As generally described by HUD:

Title VI of the Civil Rights Act of 1964

Title VI prohibits discrimination on the basis of race, color, or national origin in programs and activities receiving federal financial assistance.

Fair Housing Act

Title VIII of the Civil Rights Act of 1968 as amended, prohibits discrimination in the sale, rental, and financing of dwellings, and in other housing-related transactions, based on race, color, national origin, religion, sex, familial status (including children under the age of 18 living with parents or legal custodians, pregnant women, and people securing custody of children under the age of 18), and handicap (disability).

Section 504 of the Rehabilitation Act of 1973

Section 504 prohibits discrimination based on disability in any program or activity receiving federal financial assistance.

Section 109 of Title I of the Housing and Community Development Act of 1974

Section 109 prohibits discrimination on the basis of race, color, national origin, sex or religion in programs and activities receiving financial assistance from HUD's Community Development and Block Grant Program.

Title II of the Americans with Disabilities Act of 1990

Title II prohibits discrimination based on disability in programs, services, and activities provided or made available by public entities. HUD enforces Title II when it relates to state and local public housing, housing assistance and housing referrals. This Act requires among other things that all bids and contracts must contain language that prohibits discrimination on the basis of disability by public entities in all services or programs.

Architectural Barriers Act of 1968

The Architectural Barriers Act requires that buildings and facilities designed, constructed, altered, or leased with certain federal funds after September 1969 must be accessible to and useable by handicapped persons.

Age Discrimination Act of 1975

The Age Discrimination Act prohibits discrimination on the basis of age in programs or activities receiving federal financial assistance.

Title IX of the Education Amendments Act of 1972

Title IX prohibits discrimination on the basis of sex in education programs or activities that receive federal financial assistance.

Fair Housing-Related Presidential Executive Orders:

Executive Order 11063

Executive Order 11063 prohibits discrimination in the sale, leasing, rental, or other disposition of properties and facilities owned or operated by the federal government or provided with federal funds.

Executive Order 11246

Executive Order 11246, as amended, bars discrimination in federal employment because of race, color, religion, sex, or national origin.

Executive Order 12892

Executive Order 12892, as amended, requires federal agencies to affirmatively further fair housing in their programs and activities, and provides that the Secretary of HUD will be responsible for coordinating the effort. The Order also establishes the President's Fair Housing Council, which will be chaired by the Secretary of HUD.

Executive Order 12898

Executive Order 12898 requires that each federal agency conduct its program, policies, and activities that substantially affect human health or the environment in a manner that does not exclude persons based on race, color, or national origin.

Executive Order 13166

Executive Order 13166 eliminates, to the extent possible, limited English proficiency as a barrier to full and meaningful participation by beneficiaries in all federally-assisted and federally conducted programs and activities.

Executive Order 13217

Executive Order 13217 requires federal agencies to evaluate their policies and programs to determine if any can be revised or modified to improve the availability of community-based living arrangements for persons with disabilities.

2. Affirmatively Furthering Fair Housing.

a. The Subrecipient, Developer or Contractor shall comply with Section 104 (b) (2) of the Housing and Community Development Act of 1974, ("HCD") as amended (42 U.S.C. 5309). This governing statute for the CDBG program requires that each grantee certify to HUD's satisfaction that (1) the grant will be conducted and administered in conformity with the Fair Housing Act (42 U.S.C. 3601-20) and (2) the grantee will affirmatively further fair housing.

b. This requirement is codified for local jurisdictions, in the HUD Consolidated Plan requirements under 24 CFR § 91.225. Under the Consolidated Plan, HUD funded recipients are required to: (1) examine and attempt to alleviate housing

discrimination within their jurisdiction; (2) promote fair housing choice for all persons; (3) provide opportunities for all persons to reside in any given housing development, regardless of race, color, religion, sex, disability, familial status, or national origin; (4) promote housing that is accessible to and usable by persons with disabilities; (5) and comply with the non-discrimination requirements of the Fair Housing Act.

c. The identification and subsequent reduction and/or elimination of impediments to fair housing involves affirmatively furthering fair housing as part of the acceptance of HUD program funds. Affirmatively furthering fair housing may be grouped into the following three categories:

- *Intent*: The obligation to avoid policies, customs, practices or processes whose intent or purpose is to impede, infringe, or deny the exercise of fair housing rights by persons protected under the Federal Fair Housing Act.
- *Effect*: The obligation to avoid policies, customs, practices or processes whose effect or impact is to impede, infringe, or deny the exercise of Fair Housing rights by persons protected under the Fair Housing Act.
- *Affirmative Duties*: The Act imposes a fiduciary responsibility upon public agencies to anticipate policies, practices, or processes that previously, currently or may potentially impede, infringe or deny the exercise of fair housing rights by persons protected under the Federal Fair Housing Act.

d. In order to affirmatively further fair housing in the sale or rental of property acquired or rehabilitated with HUD funds, the Subrecipient, Developer or Contractor must prepare and follow an Affirmative Fair Housing Marketing Plan (“AFHMP”). The Affirmative Fair Housing Marketing Plan must be consistent with OCD’s Affirmative Fair Housing Marketing Guidelines and must be submitted to OCD in advance of the selection process for review and approval.

The AFHMP must include the following:

- The process of outreach advertising, and selection of applicants that will attract potential consumers or tenants of all minority and non-minority groups within the housing market, regardless of race, color, religion, sex, national origin, disability, or familial status. Special outreach should be conducted to groups least likely to apply. Examples of such action include:
 - Advertising the availability of housing to the population that is less likely to apply, both minority and non-minority groups, through various forms of media (i.e. radio stations, posters, newspapers) within the marketing area;
 - Use of the Equal Housing Opportunity Logo and the equal housing opportunity statement.

- Educate persons within an organization about fair housing and their obligations to follow nondiscrimination laws; and
 - Conduct outreach to advocacy groups (i.e. disability rights groups) on the availability of housing.
- A selection process which is open, fair and equitable (i.e. a housing lottery).
- Any system of preference of priority with respect to the solicitation of applicants, selection, and qualification of Home Buyers, marketing of Homes or allocation and distribution of Grant funds must be fully set forth and justified in the Affirmative Marketing Plan, which will include an explanation of the need for and likely impact of such preference or priority on the disposition of the Homes in the Project within the context of the Grantee's affirmative marketing efforts and any applicable municipal community development plan. Any system of preference or priority must comply with federal, state and Nassau County fair housing laws and may not foster racial, religious, or other illegal form of discrimination.

3. Nondiscrimination. The Subrecipient, Developer or Contractor shall comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

4. Land Covenants. This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. The Subrecipient, Developer or Contractor shall cause or require recording of a covenant running with the land to be sold, leased, transferred, acquired, cleared or improved with assistance provided under this Agreement, along with the deed or lease for such transfer, prohibiting discrimination as herein inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, Developer or Contractor, in undertaking its obligation to carry out the program assisted hereunder, shall take such measures as are necessary to enforce such covenant and shall not itself so discriminate.

5. Section 504. The Subrecipient, Developer or Contractor shall comply with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and all Federal regulations promulgated thereunder to ensure compliance with the law, which prohibits discrimination against individuals with disabilities or handicaps in any Federally assisted program.

The Grantee shall provide the Subrecipient, Developer or Contractor with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan. The Subrecipient, Developer or Contractor agrees that it shall be committed to carrying out an Affirmative Action Program in accordance with the County's requirements in keeping with the principles provided in President's Executive Order 11246 of September 24, 1966. The County shall provide Affirmative Action guidelines to the Subrecipient, Developer or Contractor to assist in the formulation of such program. The Subrecipient, Developer or Contractor shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE).

a. General. The Subrecipient, Developer or Contractor shall use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement in development, design, and construction by performing work and providing goods and services in connection with this Project.

b. MBE/WBE Thresholds. As used in this Agreement, the term "small business" shall mean a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and the term "minority and women's business enterprise" shall mean a business that is at least fifty-one (51) percent owned and controlled by minority group members or women. The Subrecipient, Developer or Contractor may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

c. Local Requirements. The Nassau County Legislature adopted Local Law No. 14-2002 (Set forth in Appendix EE of this contract) detailing the implementation of the local MBE/WBE program. For further information see: [MWBE PROGRAM | Nassau County, NY - Official Website \(askarcnassau.com\)](#)

d. Contracting. Prior to the commencement of any project, the Subrecipient, Developer or Contractor shall implement an MBE/ WBE utilization plan setting forth the steps that will be taken to identify and solicit bids as prime or subcontractors from Women and Minority Owned Businesses. The total dollar award of contracts includes the total contract price of all contracts awarded for the furnishing of labor, materials or services for inclusion in the project, exclusive of payments to government and financing costs. Specific products and services include, but are not limited to, architectural and engineering services, legal services, all construction trades, equipment and fixtures, finishes, and furnishings.

f. Reporting. If applicable, the Subrecipient, Developer or Contractor must complete HUD Form 2516, when applicable, – Contract and Subcontract Activity

report and submit it to OCD at the end of each program year for consolidation and inclusion in the Consolidated Annual Performance Report (“CAPER”).

VI. BUILD AMERICA, BUY AMERICA (BABA) REQUIREMENTS.

Buy America Preference. Recipients, Subrecipients, Contractors, and developers of an award of Federal financial assistance from a program for infrastructure, are hereby notified that none of the funds provided under this award may be used for an infrastructure project unless:

- (1) All iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- (2) All manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard that meets or exceeds this standard has been established under applicable law or regulation for determining the minimum amount of domestic content of the manufactured product; and
- (3) All construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. The construction material standards are listed below.

Incorporation into an infrastructure project. The Buy America Preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America Preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

Categorization of articles, materials, and supplies. An article, material, or supply should only be classified into one of the following categories: (i) Iron or steel products; (ii) Manufactured products; (iii) Construction materials; or (iv) Section 70917(c) materials. An article, material, or supply should not be considered to fall into multiple categories. In some cases, an article, material, or supply may not fall under any of the categories listed in this paragraph. The classification of an article,

material, or supply as falling into one of the categories listed in this paragraph must be made based on its status at the time it is brought to the work site for incorporation into an infrastructure project. In general, the work site is the location of the infrastructure project at which the iron, steel, manufactured products, and construction materials will be incorporated.

Application of the Buy America Preference by category. An article, material, or supply incorporated into an infrastructure project must meet the Buy America Preference for only the single category in which it is classified.

Determining the cost of components for manufactured products. In determining whether the cost of components for manufactured products is greater than 55 percent of the total cost of all components, use the following instructions:

- (a) For components purchased by the manufacturer, the acquisition cost, including transportation costs to the place of incorporation into the manufactured product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
- (b) For components manufactured by the manufacturer, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (a), plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the manufactured product.

Construction material standards. The Buy America Preference applies to the following construction materials incorporated into infrastructure projects. Each construction material is followed by a standard for the material to be considered “produced in the United States.” Except as specifically provided, only a single standard should be applied to a single construction material.

- (1) Non-ferrous metals. All manufacturing processes, from initial smelting or melting through final shaping, coating, and assembly, occurred in the United States.
- (2) Plastic and polymer-based products. All manufacturing processes, from initial combination of constituent plastic or polymer-based inputs, or, where applicable, constituent composite materials, until the item is in its final form, occurred in the United States.
- (3) Glass. All manufacturing processes, from initial batching and melting of raw materials through annealing, cooling, and cutting, occurred in the United States.
- (4) Fiber optic cable (including drop cable). All manufacturing processes, from the initial ribboning (if applicable), through buffering, fiber stranding and

jacketing, occurred in the United States. All manufacturing processes also include the standards for glass and optical fiber, but not for non-ferrous metals, plastic and polymer-based products, or any others.

(5) Optical fiber. All manufacturing processes, from the initial preform fabrication stage through the completion of the draw, occurred in the United States.

(6) Lumber. All manufacturing processes, from initial debarking through treatment and planning, occurred in the United States.

(7) Drywall. All manufacturing processes, from initial blending of mined or synthetic gypsum plaster and additives through cutting and drying of sandwiched panels, occurred in the United States.

(8) Engineered wood. All manufacturing processes from the initial combination of constituent materials until the wood product is in its final form, occurred in the United States.

Waivers

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements.

When the Federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the Buy America Preference in any case in which the agency determines that:

- (1) applying the Buy America Preference would be inconsistent with the public interest;
- (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
- (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the Buy America Preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office. There may be instances where an award qualifies, in whole or in part, for an existing waiver described at BABA Waivers - HUD Exchange.

Definitions

“Buy America Preference” means the “domestic content procurement preference” set forth in section 70914 of the Build America, Buy America Act, which requires the head of each Federal agency to ensure that none of the funds made available for a Federal award for an infrastructure project may be obligated unless all of the iron, steel, manufactured products, and construction materials incorporated into the project are produced in the United States.

“Construction materials” means articles, materials, or supplies that consist of only one of the items listed in paragraph (1) of this definition, except as provided in paragraph (2) of this definition. To the extent one of the items listed in paragraph (1) contains as inputs other items listed in paragraph (1), it is nonetheless a construction material.

(1) The listed items are:

- (i) Non-ferrous metals;
- (ii) Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- (iii) Glass (including optic glass);
- (iv) Fiber optic cable (including drop cable);
- (v) Optical fiber;
- (vi) Lumber;
- (vii) Engineered wood; and
- (viii) Drywall.

(2) Minor additions of articles, materials, supplies, or binding agents to a construction material do not change the categorization of the construction material.

“Infrastructure” means public infrastructure projects in the United States, which includes, at a minimum, the structures, facilities, and equipment for roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property; and structures, facilities, and equipment that generate, transport, and distribute energy including electric vehicle (EV) charging.

“Infrastructure project” means any activity related to the construction, alteration, maintenance, or repair of infrastructure in the United States regardless of whether infrastructure is the primary purpose of the project. See also paragraphs (c) and (d) of 2 CFR 184.4.

“Iron or steel products” means articles, materials, or supplies that consist wholly or predominantly of iron or steel or a combination of both.

“Manufactured products” means:

- (1) Articles, materials, or supplies that have been:
 - (i) Processed into a specific form and shape; or
 - (ii) Combined with other articles, materials, or supplies to create a product with different properties than the individual articles, materials, or supplies.
- (2) If an item is classified as an iron or steel product, a construction material, or a Section 70917(c) material under 2 CFR 184.4(e) and the definitions set forth in 2 CFR 184.3, then it is not a manufactured product. However, an article, material, or supply classified as a manufactured product under 2 CFR 184.4(e) and paragraph (1) of this definition may include components that are construction materials, iron or steel products, or Section 70917(c) materials.

“Predominantly of iron or steel or a combination of both” means that the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components.

“Section 70917(c) materials” means cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives. See Section 70917(c) of the Build America, Buy America Act.

APPLICABLE FORMS: See **Exhibit D** for all applicable forms to be used by the Subrecipient, Contractors, and Developers,

Exhibit C
Urban County Cooperation Agreement

Attached is a copy of the Cooperation Agreement between the County of Nassau and the municipality. As per paragraph 6, the subject Agreement was automatically renewed for a successive three-year qualification period covering Federal Fiscal Years 2024-2026.

Exhibit D – Subcontractor/Third Party Agreements

Additional Requirements

The provisions of this Exhibit must be attached to any subcontract and/or third party agreements entered into by the Subrecipient, Developer or Contractor and are hereby made a part of the document to which it is attached to the extent they are applicable. Subrecipient, Developer or Contractor is required to ensure subcontractor/third party compliance, where applicable, with all provisions contained herein. Failure to comply the below applicable requirements may result in termination of the agreement and/or withholding of funds and/or costs associated/incurred under and in accordance with the Nassau County agreement being deemed ineligible and not subject to reimbursement. Nassau County shall determine compliance in accordance with HUD requirements.

The Subrecipient, Developer, Contractor and/or any other third party or subcontractor must comply, where applicable, with all parts of 24 CFR (0-4100), including sections 570.500 through 570.614.

The Subrecipient, Developer, Contractor and/or any other third party or subcontractor must comply, where applicable, with 24 CFR Part 85 including 24 CFR Part 85.36 (i) contract provisions which state:

24 CFR PART 85.36 (i) Contract provisions

A grantee's and subgrantee's contracts must contain provisions in paragraph (i) of this section. Federal agencies are permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy.

1. Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. (Contracts more than the simplified acquisition threshold)
2. Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be affected and the basis for settlement. (All contracts in excess of \$10,000)
3. Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees)

4. Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3). (All contracts and subgrants for construction or repair)
5. Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2000 awarded by grantees and subgrantees when required by Federal grant program legislation)
6. Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327A 330) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts awarded by grantees and subgrantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers)
7. Notice of awarding agency requirements and regulations pertaining to reporting.
8. Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.
9. Awarding agency requirements and regulations pertaining to copyrights and rights in data.
10. Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
11. Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.
12. Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000).
13. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

I. GENERAL FEDERAL CONDITIONS:

A. General Compliance. The Subrecipient, Developer or Contractor shall comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 [the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)] including subpart K of these regulations, except that:

1. The Subrecipient, Developer or Contractor does not assume the environmental responsibilities of Nassau County as Lead Agency Recipient described in 24 CFR 570.604 (National Environmental Review Act "NEPA" Review), and

2. The Subrecipient, Developer or Contractor does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 58.

3. The Subrecipient, Developer or Contractor also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract.

4. The Subrecipient, Developer or Contractor further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. Subcontract Requirements. In the event that the Subrecipient, Developer or Contractor subcontracts to another subcontractor or organization, the Subrecipient, Developer or Contractor must prepare and enter into a written subcontract. The Subrecipient, Developer or Contractor shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement. The Subrecipient, Developer or Contractor will be responsible for monitoring the subcontractor or subgrantee for performance.

C. General Conduct

1. Hatch Act. The Subrecipient, Developer or Contractor shall ensure that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

2. Prohibited Activity. The Subrecipient, Developer or Contractor is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

3. Conflict of Interest. The Subrecipient, Developer or Contractor shall abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

a. The Subrecipient, Developer or Contractor shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

b. No employee, officer or agent of the Subrecipient, Developer or Contractor shall participate in the selection, or in the award or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure and for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

4. Lobbying. The Subrecipient, Developer or Contractor hereby certifies that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subcontractors shall certify and disclose accordingly:

d. It will execute and comply with the Lobbying Certification obligation as follows:

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

5. Copyright. If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

6. Religious Activities. The Subrecipient or Contractor agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytizing.

II. ENVIRONMENTAL CONDITIONS

A. General Environmental Compliance. The Subrecipient, Developer or Contractor shall comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. §§ 7401, et seq.;
- Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251, et seq., as amended, 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;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.
- National Environmental Policy Act of 1969.
- HUD Environmental, Review Procedures (24 CFR Part 58). Depending on the project, categorical exclusions set forth at 24 CFR 58.35 may apply to certain CDBG activities for which no environmental impact statement or environmental assessment and finding of no significant impact under NEPA is required.
- B. National Environmental Policy Act Review. The National Environmental Policy Act of 1969 (42 USC Section 4321, et seq.) establishes national policies, goals and procedures for protecting, restoring, and enhancing environmental quality.

HUD requires NEPA environmental reviews to be conducted before proceeding with actions that may affect the environment. In addition to NEPA regulations, the Subrecipient or Contractor must comply with other applicable federal and state environmental and historic regulations governing activities funded with CDBG monies.

1. Subrecipients, Developers and Contractors are required to fully comply with all federal and state environmental and historic regulations. The goals of these regulations are to assure that development is compatible with environmental and historic conditions and does not adversely impact environmental and historic conditions, and that the users of the project will be given a safe, healthy, and enjoyable environment.

2. Nassau County has been designated by HUD to conduct NEPA Review on each activity funded with HUD funds. This entails determining the impact of the project

on the environment and the historic nature of the community as well as the impact of the environment on the project.

3. Subrecipient, Developer or Contractor must supply the County's designated Environmental Officer with sufficient detail about each project to complete an environmental review.

4. To the extent to which NEPA requirements are applicable, the NEPA review process must be completed, and the release of funds approved before OCD commits any funds on any activity or project. Additionally, until the release of funds has been approved, non-federal funds cannot be committed if the activity or project would have an adverse environmental impact or limit the choice of reasonable alternatives. The County will provide the Subrecipient, Developer or Contractor with notification regarding the release of funds.

C. Flood Disaster Protection. In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, the Subrecipient, Developer or Contractor shall obtain and maintain as a condition of financial assistance for acquisition or construction purposes (including rehabilitation) flood insurance under the National Flood Insurance Program. Flood maps are available at [Flood Maps | FEMA.gov](#).

D. Lead-Based Paint.

1. The Subrecipient, Developer or Contractor shall comply with HUD Lead-Based Paint Regulations found at 24 CFR 570.608 and 24 CFR Part 35, Subpart B (the "Lead Rule") when undertaking any construction or rehabilitation of residential structures with assistance provided under this Agreement. The Lead Rule requires compliance with lead paint risk assessment, paint evaluation and testing, and the use of interim controls or abatement when necessary, depending upon the amount of Federal funds applied to a property. The regulations further require the proper training and certification of all contractors undertaking rehabilitation activities.

2. Notification: Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Proper notification is made by providing the EPA brochure entitled: "Renovate Right: Important Lead Hazard Information for Families, Child Care Providers and Schools." This brochure is available on HUD's website at: [The Lead-Safe Certified Guide to Renovate Right \(hud.gov\)](#).

This brochure may be reproduced by the Subrecipient, Developer or Contractor and should be distributed as broadly as possible. The brochure has a form attached which must be used to document receipt of the brochure by homeowners or tenants before rehabilitation activities are undertaken. Subrecipients, Developers or contractors who undertake rehabilitation programs shall retain the documentation of the receipt of the brochure with program files.

3. Nassau County Department of Health is part of the New York State and US Centers for Disease Control Childhood Lead Poisoning Prevention program, which includes monitoring the testing of children under the age of seven for elevated levels of lead. Nassau County Department of Health should be contacted if the Subrecipient, Developer or Contractor identifies children who may need blood lead level screening.

E. Historic Preservation.

1. The Subrecipient, Developer or Contractor shall comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement.

2. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list. This will be done as part of the NEPA review process.

III. EMPLOYMENT CONDITIONS

A. OSHA. Where employees are engaged in activities not covered under the Occupational Safety and Health Act of 1970, they shall not be required or permitted to work, be trained, or receive services in buildings or surroundings or under working conditions which are unsanitary, hazardous or dangerous to the participants' health or safety.

B. Labor Standards.

1. The Subrecipient, Developer or Contractor shall comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement.

2. The Subrecipient, Developer or Contractor shall comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 et seq.) and the related implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient, Developer or Contractor shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to OCD for review upon request.

3. Davis Bacon Threshold: The Subrecipient, Developer or Contractor agrees that, except with respect to the rehabilitation or construction of residential property containing fewer than eight (8) units, all contractors engaged under contracts in excess of Two Thousand Dollars (\$2,000.00) for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with

the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; 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 Subrecipient, Developer or Contractor of its obligation, if any, to require payment of the higher wage.

4. Inclusion in Contracts: The Subrecipient, Developer or Contractor shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

This includes:

- Attaching and making part of each tier of bid solicitations and construction contracts:
 - Federal Labor Standards Wage Determination: NY080013
 - Federal Labor Standards Provision: (HUD 4010)
 - Although New York State prevailing wages may also be applicable in a project with a mix of funding, the Federal Wage Determination must also be included in the bid/contract documents when Federal funds are used on a project.
- The following must be posted at the project site:
 - Project Wage Sheet: HUD Form 4720 or the entire wage decision.
 - Notice to All Employees Poster: Form WH1321 – located at <http://www.dol.gov/esa/whdregs/compliance/posters/fedprojc.pdf>
- If a work classification is not included in the wage decision (HUD 4230a) – it should be provided to the County to be submitted to HUD OLR.
- Project files must include copies of Notices for Bids and Copies of Notices of Contract Awards.
- If applicable, Developer's/Subrecipient's/Contractor's /Subcontractors' Certified (signed) weekly payrolls must be reviewed and checked for compliance with wage determinations in accordance with HUD procedures. With the submission of the first payroll, the Subrecipient or contractor must submit the following form: HUD 5282.
- Employee interviews must be conducted and recorded on HUD Form 11 and onsite complaints recorded on HUD Form 4731. OCD will notify HUD Office of Labor Relations of any underpayments or Davis Bacon and related Acts violations.
- Apprentices and trainees must be registered in State Apprenticeship Council approved programs and certification must be included with the payroll submission.

5. Nassau County OCD Review: Subrecipient, Developer or Contractor should submit to OCD copies of all bid documents prior to solicitation for review. In addition, question related to Davis Bacon compliance and applicability should be directed to assigned OCD staff for review with HUD Office of Labor Relations Staff.

6. Subrecipient, Developer or Contractor must complete and submit the Semi-Annual Labor Standards Enforcement Report (HUD Form 4710) when applicable to OCD to compile and send to HUD Office of Labor Relations.

C. Providing Economic Opportunities under Section 3 of the Housing and Urban Development Act of 1968 as Amended.

1. Purpose. Section 3 refers to Section 3 of the Housing and Urban Development Act of 1968 (12 USC 1701u), as amended by Section 915 of the Housing and Community Development Act of 1992 (referred to as “Section 3”). Section 3 was enacted to ensure that economic opportunities, most importantly employment, generated by certain HUD financial assistance shall be directed to low- and very low-income persons (“Economic Opportunities”). Economic Opportunities should be particularly targeted to recipients of government assistance for housing or residents of the community where Federal assistance is spent.

2. Section 3 New Rule. The HUD Secretary issued a Section 3 Final Rule *Enhancing and Streamlining the Implementation of Section 3 Requirements for Creating Economic Opportunities for Low- and Very Low-Income Persons and Eligible Businesses* (<https://www.govinfo.gov/content/pkg/FR-2020-09-29/pdf/2020-19185.pdf>), with an effective date of November 30, 2020.

The HUD Section 3 regulations promulgated in 24 CFR Part 135 have been superseded by 24 CFR Part 75 (referred to as “Part”) for contracts executed on or after July 1, 2021(<https://www.ecfr.gov/cgi-bin/retrieveECFR?n=pt24.1.75>). On March 25, 2021, HUD issued Frequently Asked Questions for Section 3 Final Rule <https://www.hud.gov/sites/documents/11SECFAQS.PDF>. Subrecipients and contractors shall become familiar with and comply with the new regulations, particularly 24 CFR 75 Subpart A-General Provisions and Subpart C – Additional Provisions for Housing and Community Development Financial Assistance, and Subpart D – Provisions for Multiple Funding Sources, Recordkeeping, and Compliance. Projects for public housing authorities shall comply with Subpart B.

We summarize key requirements below, but the Subrecipient, Contractor, or Subcontractor must review and comply with the federal regulations and the Section 3 final rule as they are written. HUD continues to provide additional information about the New Section 3 Final Rule, provides training, and posts information on the Section 3 landing page: <https://www.hudexchange.info/news/stay-up-to-date-on-the-section-3-program/> and <https://www.hudexchange.info/programs/section-3/>.

3. **Section 3 Compliance.** As a Subrecipient or Contractor receiving community development financial assistance under this contract, you shall comply with Section 3 for all *Section 3 Projects*. Therefore, it is recommended that you have someone serve as a coordinator for Section 3 compliance and develop a plan for Section 3 compliance.

We have included useful links to assist you in compliance. HUD provides a Section 3 Webpage that includes a registry for businesses who self-identify as *Section 3 Business Concerns* [Section 3 Performance Evaluation and Registry System \(SPEARS\) | HUD.gov / U.S. Department of Housing and Urban Development \(HUD\)](#), and people who self-identify as *Section 3 Workers* [Section 3 - Economic Opportunities | HUD.gov / U.S. Department of Housing and Urban Development \(HUD\)](#). HUD requires that you independently verify and document eligibility.

https://www.hud.gov/program_offices/field_policy_mgt/section3

4. **Section 3 Thresholds.**

(i) *Section 3 Projects* (“Section 3 Projects”) means housing rehabilitation, housing construction, and other public construction projects assisted under HUD programs that provide housing and community development financial assistance when the total amount of assistance to the project exceeds a threshold of \$200,000. The project is the site or sites, together with any building(s) and improvements located on the site(s) under common ownership, management, and financing.

(ii) The HUD Secretary must update thresholds not less than every five (5) years, so the threshold is subject to change.

(iii) Once a project is determined to be subject to Section 3 requirements, the requirements extend to the entire project regardless of whether the project is fully or partially assisted under HUD programs for housing and community development financial assistance.

(iv) *Contracts for materials.* Section 3 requirements do not apply to material supply contracts.

(v) Subrecipients whose projects do not fall under Section 3 are nonetheless encouraged to comply with the Section 3 preference requirements and must complete HUD Form 60002.

5. **Section 3 Benchmark Reporting Goals**

HUD has published a benchmark notice at: [2020-19183.pdf \(govinfo.gov\)](2020-19183.pdf (govinfo.gov))

In summary, HUD currently issued *Section 3 Benchmarks* for housing and community development assistance projects as follows:

The *Benchmark for Section 3 Workers* is set at 25 percent or more of the total number of labor hours worked by all workers on a *Section 3 Project*. The benchmark for *Targeted Section 3 Workers* is set at 5 percent or more of the total number of labor hours worked by all workers on a *Section 3 Project*. This means that the 5 percent is included as part of the 25 percent threshold.

Qualitative Efforts: If your organization *does not meet all benchmark goals* for employment or contracting, you must report on the *qualitative efforts* and those of your contractors or subcontractors. Such qualitative efforts may, for example, include but are not limited to the following:

- Engaged in outreach efforts to generate job applicants who are *Targeted Section 3 Workers*.
- Provided training or apprenticeship opportunities.
- Provided technical assistance to help *Section 3 Workers* compete for jobs (e.g., resume assistance, coaching).
- Provided or connected *Section 3 Workers* with assistance in seeking employment, including drafting resumes, preparing for interviews, and finding job opportunities connecting residents to job placement services.
- Held one or more job fairs.
- Provided or referred *Section 3 Workers* to services supporting work readiness and retention (e.g., work readiness activities, interview clothing, test fees, transportation, childcare).
- Provided assistance to apply for/or attend community college, a four-year educational institution, or vocational/technical training.
- Assisted *Section 3 Workers* in obtaining financial literacy training and/or coaching.
- Engaged in outreach efforts to identify and secure bids from *Section 3 Business Concerns*.
- Provided technical assistance to help *Section 3 Business Concerns* understand and bid on contracts.
- Divided contracts into smaller jobs to facilitate participation by *Section 3 Business Concerns*.
- Provided bonding assistance, guaranties, or other efforts to support viable bids from *Section 3 Business Concerns*.
- Promoted the use of business registries designed to create opportunities for disadvantaged and small businesses.
- Outreach, engagement, or referrals with the state one-stop system as defined in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.

Safe Harbor Determination:

Recipients will be considered to have complied with the Section 3 requirements and met the safe harbor, in the absence of evidence to the contrary, if they certify that they have followed the required prioritization of effort and met or exceeded the applicable Section 3 benchmarks.

If a recipient agency or contractor does not meet the benchmark requirements but can provide evidence that they have made a number of *qualitative efforts* to assist low- and very low-income persons with employment and training opportunities, the recipient or contractor is considered to be in compliance with Section 3, absent evidence to the contrary (i.e., evidence or findings obtained from a Section 3 compliance review).

6. Selected Definitions (for a full list see 24 CFR §75.5)

The terms *HUD*, *Public housing*, and *Public Housing Agency (PHA)* are defined in 24 CFR part 5. The following definitions also apply to this *Part*:

1937 Act means the United States Housing Act of 1937, 42 USC 1437 *et seq.*

Contractor means any entity entering into a contract with:

- (1) A recipient to perform work in connection with the expenditure of public housing financial assistance or for work in connection with a *Section 3 Project*; or
- (2) A subrecipient for work in connection with a *Section 3 Project*.

Labor hours means the number of paid hours worked by persons on a *Section 3 Project* or by persons employed with funds that include public housing financial assistance.

Low-income person means a person as defined in Section 3(b)(2) of the 1937 Act. Low- and very low-income limits are defined in Section 3(b)(2) of the Housing Act of 1937 and are determined annually by HUD. These limits are typically established at 80 percent and 50 percent of the area median individual income. HUD income limits may be obtained from: <https://www.huduser.gov/portal/datasets/il.html>.

Material supply contracts mean contracts for the purchase of products and materials, including, but not limited to, lumber, drywall, wiring, concrete, pipes, toilets, sinks, carpets, and office supplies.

Professional services mean non-construction services that require an advanced degree or professional licensing, including, but not limited to, contracts for legal services, financial consulting, accounting services, environmental assessment, architectural services, and civil engineering services.

Recipient means any entity that receives directly from HUD public housing financial assistance or housing and community development assistance that funds *Section 3 Projects*. Such entity includes, but is not limited to, any State, *local government*, instrumentality, PHA, or other public agency, public or private nonprofit organization.

Section 3 Business Concern means:

(1) A business concern meeting at least one of the following criteria, documented within the last six-month period:

(i) It is at least 51 percent owned and controlled by low- or very low-income persons;

(ii) Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by *Section 3 Workers*; or

(iii) It is a business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

(2) The status of a Section 3 business concern shall not be negatively affected by a prior arrest or conviction of its owner(s) or employees.

(3) Nothing in this *Part* shall be construed to require the contracting or subcontracting of a Section 3 business concern. *Section 3 Business Concerns* are not exempt from meeting the specifications of the contract.

A non-profit organization can be a *Section 3 Business Concern*. Non-profit organizations must meet the criteria of a Section 3 business concern as defined at 24 CFR § 75.5 in order to receive Section 3 preference.

“Service area” or the *“neighborhood of the project”* means an area within one mile of the Section 3 project or, if fewer than 5,000 people live within one mile of a Section 3 project, within a circle centered on the Section 3 project that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census.

Section 3 Worker means:

(1) Any worker who currently fits or when hired within the past five years fit at least one of the following categories, as documented:

(i) The worker’s income for the previous or annualized calendar year is below the income limit established by HUD.

(ii) The worker is employed by a *Section 3 Business Concern*.

(iii) The worker is a YouthBuild participant.

(2) The status of a *Section 3 Worker* shall not be negatively affected by a prior arrest or conviction.

(3) Nothing in this *Part* shall be construed to require the employment of someone who meets this definition of a *Section 3 Worker*. *Section 3 Workers* are not exempt from meeting the qualifications of the position to be filled.

Section 8-assisted housing refers to housing receiving project-based rental assistance or tenant-based assistance under Section 8 of the 1937 Act.

Service area or the neighborhood of the project means an area within one mile of the *Section 3 Project* or, if fewer than 5,000 people live within one mile of a *Section 3 Project*, within a circle centered on the Section 3 Project that is sufficient to encompass a population of 5,000 people according to the most recent US Census.

Subcontractor means any entity that has a contract with a contractor to undertake a portion of the contractor's obligation to perform work in connection with the expenditure of public housing financial assistance or for a *Section 3 Project*.

Subrecipient has the meaning provided in the applicable program regulations or in 2 CFR 200.93.

Targeted Section 3 Worker has the meanings provided in §§75.11, 75.21, or 75.29, and does not exclude an individual that has a prior arrest or conviction.

Very low-income person means the definition for this term set forth in section 3(b)(2) of the 1937 Act.

YouthBuild is a community-based pre-apprenticeship program that provides job training and educational opportunities for at-risk youth ages 16-24 who have previously dropped out of high school. YouthBuild participants learn vocational skills in construction and other in-demand industries that include health care, information technology, and hospitality. Youth also provide community service through the required construction or rehabilitation of affordable housing for low-income or homeless families in their own neighborhoods. *Youth Build - Long Island* is a program of the United Way of Long Island, and see their link: <https://www.unitedwayli.org/youthbuild-long-island>. You should include them in your Section 3 outreach program.

Subpart C – Additional Provisions for Housing and Community Development Financial Assistance

§75.19 Requirements.

(a) *Employment and training.* (1) To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, recipients covered by this subpart shall ensure that employment and training opportunities arising in connection with *Section 3 Projects* are provided to *Section 3 Workers* within the metropolitan area (or nonmetropolitan county) in which the project is located.

(2) Where feasible, priority for opportunities and training described in paragraph (a)(1) of this section should be given to:

(i) *Section 3 Workers* residing within the service area or the neighborhood of the project, and

(ii) Participants in YouthBuild programs.

(b) *Contracting.* (1) To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, recipients covered by this subpart shall ensure contracts for work awarded in connection with *Section 3 Projects* are provided to

business concerns that provide economic opportunities to *Section 3 Workers* residing within the metropolitan area (or nonmetropolitan county) in which the project is located.

(2) Where feasible, priority for contracting opportunities described in paragraph (b)(1) of this section should be given to:

(i) *Section 3 Business Concerns* that provide economic opportunities to *Section 3 Workers* residing within the service area or the neighborhood of the project, and

(ii) YouthBuild programs.

§75.21 Targeted Section 3 Worker for housing and community development financial assistance.

(a) *Targeted Section 3 Worker.* A *Targeted Section 3 Worker* for housing and community development financial assistance means a *Section 3 Worker* who is:

(1) A worker employed by a *Section 3 Business Concern*; or

(2) A worker who currently fits or when hired fit at least one of the following categories, as documented within the past five years:

(i) Living within the *service area or the neighborhood of the project, as defined in §75.5*; or

(ii) A YouthBuild participant.

§75.23 Section 3 safe harbor.

(a) *General.* Recipients will be considered to have complied with requirements in this *Part*, in the absence of evidence to the contrary if they:

(1) Certify that they have followed the prioritization of effort in §75.19; and

(2) Meet or exceed the applicable *Section 3 Benchmark* as described in §75.23 paragraph (b).

(b) *Establishing benchmarks.*

(1) HUD will establish Section 3 benchmarks for *Section 3 Workers* or *Targeted Section 3 Workers* or both through a document published in the FEDERAL REGISTER. HUD may establish a single nationwide benchmark for *Section 3 Workers* and a single nationwide benchmark for *Targeted Section 3 Workers* or may establish multiple benchmarks based on geography, the nature of the *Section 3 Project*, or other variables. HUD will update the benchmarks through a document published in the FEDERAL

REGISTER, subject to public comment, not less frequently than once every three (3) years. Such notice shall include aggregate data on labor hours and the proportion of recipients meeting benchmarks, as well as other metrics reported pursuant to §75.25 as deemed appropriate by HUD for the three (3) most recent reporting years.

(2) In establishing the Section 3 benchmarks, HUD may consider the industry averages for labor hours worked by specific categories of workers or in different localities or regions; averages for labor hours worked by *Section 3 Workers* and *Targeted Section 3 Workers* as reported by recipients pursuant to this section, and any other factors HUD deems important. In establishing the Section 3 benchmarks, HUD will exclude professional services from the total number of labor hours as such hours are excluded from the total number of labor hours to be reported per §75.25(a)(4).

(3) Section 3 benchmarks will consist of the following two ratios:

(i) The number of labor hours worked by *Section 3 Workers* divided by the total number of labor hours worked by all workers on a *Section 3 Project* in the recipient's program year.

(ii) The number of labor hours worked by *Targeted Section 3 Workers* as defined in §75.21(a), divided by the total number of labor hours worked by all workers on a *Section 3 Project* in the recipient's program year.

§75.25 Reporting.

(a) *Reporting of labor hours.* (1) For *Section 3 Projects*, recipients must report in a manner prescribed by HUD:

(i) The total number of labor hours worked;

(ii) The total number of labor hours worked by *Section 3 Workers*; and

(iii) The total number of labor hours worked by *Targeted Section 3 Workers*.

(2) *Section 3 Workers'* and *Targeted Section 3 Workers'* labor hours may be counted for five years from when their status as a *Section 3 Worker* or *Targeted Section 3 Worker* is established pursuant to §75.31.

(3) The labor hours reported under paragraph (a)(1) of this section must include the total number of labor hours worked on a *Section 3 Project*, including labor hours worked by any subrecipients, contractors, and subcontractors that the recipient is required, or elects pursuant to paragraph (a)(4) of this section, to report.

(4) Recipients reporting under this section, as well as subrecipients, contractors, and subcontractors who report to recipients, may report labor hours by *Section 3 Workers*, under paragraph (a)(1)(ii) of this section, and labor hours by *Targeted Section 3 Workers*,

under paragraph (a)(1)(iii) of this section, from professional services without including labor hours from professional services in the total number of labor hours worked under paragraph (a)(1)(i) of this section. If a contract covers both professional services and other work and the recipient or contractor, or subcontractor chooses not to report labor hours from professional services, the labor hours under the contract that are not from professional services must still be reported.

(5) Recipients may report their own labor hours or that of a subrecipient, contractor, or subcontractor based on the employer's good-faith assessment of the labor hours of a full-time or part-time employee informed by the employer's existing salary or time and attendance-based payroll systems, unless the project or activity is otherwise subject to requirements specifying time and attendance reporting.

(b) *Additional reporting if Section 3 benchmarks are not met.* If the recipient's reporting under paragraph (a) of this section indicates that the recipient has not met the Section 3 benchmarks described in §75.23, the recipient must report in a form prescribed by HUD on the qualitative nature of its activities and those its contractors and subcontractors pursued. Such qualitative efforts may, for example, include but are not limited to the following:

(1) Engaged in outreach efforts to generate job applicants who are *Targeted Section 3 Workers*.

(2) Provided training or apprenticeship opportunities.

(3) Provided technical assistance to help *Section 3 Workers* compete for jobs (e.g., resume assistance, coaching).

(4) Provided or connected *Section 3 Workers* with assistance in seeking employment, including drafting resumes, preparing for interviews, and finding job opportunities connecting residents to job placement services.

(5) Held one or more job fairs.

(6) Provided or referred *Section 3 Workers* to services supporting work readiness and retention (e.g., work readiness activities, interview clothing, test fees, transportation, childcare).

(7) Provided assistance to apply for/or attend community college, a four-year educational institution, or vocational/technical training.

(8) Assisted *Section 3 Workers* to obtain financial literacy training and/or coaching.

(9) Engaged in outreach efforts to identify and secure bids from *Section 3 Business Concerns*.

(10) Provided technical assistance to help *Section 3 Business Concerns* understand and bid on contracts.

(11) Divided contracts into smaller jobs to facilitate participation by *Section 3 Business Concerns*.

(12) Provided bonding assistance, guaranties, or other efforts to support viable bids from *Section 3 Business Concerns*.

(13) Promoted the use of business registries designed to create opportunities for disadvantaged and small businesses.

(14) Outreach, engagement, or referrals with the state one-stop system as defined in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.

(c) *Reporting frequency.* Unless otherwise provided, recipients must report annually to HUD under paragraph (a) of this section and, where required, under paragraph (b) of this section, on all projects completed within the reporting year in a manner consistent with reporting requirements for the applicable HUD program.

§75.27 Contract provisions.

(a) Recipients must include language applying Section 3 requirements in any subrecipient agreement or contract for a *Section 3 Project*.

(b) Recipients of Section 3 funding must require subrecipients, contractors, and subcontractors to meet the requirements of §75.19, regardless of whether Section 3 language is included in recipient or subrecipient agreements, program regulatory agreements, or contracts.

Subpart D – Provisions for Multiple Funding Sources, Recordkeeping, and Compliance

§75.29 Multiple funding sources.

(a) If a housing rehabilitation, housing construction, or other public construction project is subject to Section 3 pursuant to §75.3(a)(1) and (2), the recipient must follow subpart B of this *Part* for the public housing financial assistance and may follow either subpart B or C of this *Part* for the housing and community development financial assistance. For such a project, the following applies:

(1) For housing and community development financial assistance, a *Targeted Section 3 Worker* is any worker who meets the definition of a *Targeted Section 3 Worker* in either subpart B or C of this *Part*; and

(2) The recipients of both sources of funding shall report on the housing rehabilitation, housing construction, or other public construction project as a whole and shall identify the multiple associated recipients. PHAs and other recipients must report the following information:

- (i) The total number of labor hours worked on the project;
 - (ii) The total number of labor hours worked by *Section 3 Workers* on the project; and
 - (iii) The total number of labor hours worked by *Targeted Section 3 Workers* on the project.
- (b) If a housing rehabilitation, housing construction, or other public construction project is subject to Section 3 because the project is assisted with funding from multiple sources of housing and community development assistance that exceed the thresholds in §75.3(a)(2), the recipient or recipients must follow subpart C of this *Part*, and must report to the applicable HUD program office, as prescribed by HUD.

§75.31 Recordkeeping.

(a) HUD shall have access to all records, reports, and other documents or items of the recipient that are maintained to demonstrate compliance with the requirements of this *Part*, or that are maintained in accordance with the regulations governing the specific HUD program by which the *Section 3 Project* is governed, or the public housing financial assistance is provided or otherwise made available to the recipient, subrecipient, contractor, or subcontractor.

(b) Recipients must maintain documentation, or ensure that a subrecipient, contractor, or subcontractor that employs the worker maintains documentation, to ensure that workers meet the definition of a *Section 3 Worker* or *Targeted Section 3 Worker*, at the time of hire or the first reporting period, as follows:

- (1) For a worker to qualify as a *Section 3 Worker*, one of the following must be maintained:
 - (i) A worker's self-certification that their Income is below the income limit from the prior calendar year;
 - (ii) A worker's self-certification of *Participation* in a means-tested program such as public housing or Section 8-assisted housing;
 - (iii) Certification from a PHA, or the owner or property manager of project-based Section 8-assisted housing, or the administrator of tenant-based Section 8-assisted housing that the worker is a participant in one of their programs;

(iv) An employer's certification that the worker's income from that employer is below the income limit when based on an employer's calculation of what the worker's wage rate would translate to if annualized on a full-time basis; or

(v) An employer's certification that the worker is employed by a Section 3 business concern.

(2) For a worker to qualify as a *Targeted Section 3 Worker*, one of the following must be maintained:

(i) For a worker to qualify as a *Targeted Section 3 Worker* under subpart B of this *Part*:

(A) A worker's self-certification of participation in public housing or Section 8-assisted housing programs;

(B) Certification from a PHA, or the owner or property manager of project-based Section 8-assisted housing, or the administrator of tenant-based Section 8-assisted housing that the worker is a participant in one of their programs;

(C) An employer's certification that the worker is employed by a Section 3 business concern; or

(D) A worker's certification that the worker is a YouthBuild participant.

(ii) For a worker to qualify as a *Targeted Section 3 Worker* under subpart C of this *Part*:

(A) An employer's confirmation that a worker's residence is within one mile of the worksite or, if fewer than 5,000 people live within one mile of a worksite, within a circle centered on the worksite that is sufficient to encompass a population of 5,000 people according to the most recent US Census;

(B) An employer's certification that the worker is employed by a Section 3 business concern; or

(C) A worker's self-certification that the worker is a YouthBuild participant.

(c) The documentation described in paragraph (b) of this section must be maintained for the time period required for record retentions in accordance with applicable program regulations or, in the absence of applicable program regulations, in accordance with 2 CFR part 200.

(d) A PHA or recipient may report on *Section 3 Workers* and *Targeted Section 3 Workers* for five years from when their certification as a *Section 3 Worker* or *Targeted Section 3 Worker* is established.

§75.33 Compliance.

(a) *Records of compliance.* Each recipient shall maintain adequate records demonstrating compliance with this *Part*, consistent with other recordkeeping requirements in 2 CFR part 200.

(b) *Complaints.* Complaints alleging failure of compliance with this *Part* may be reported to the HUD program office responsible for the public housing financial assistance or the *Section 3 Project* or to the local HUD field office.

(c) *Monitoring.* HUD will monitor compliance with the requirements of this *Part*. The applicable HUD program office will determine appropriate methods by which to oversee Section 3 compliance. HUD may impose appropriate remedies and sanctions in accordance with the laws and regulations for the program under which the violation was found.

IV. RELOCATION, REAL PROPERTY ACQUISITION and ONE-FOR-ONE HOUSING REPLACEMENT

A. In the event that a Subrecipient, Developer or Contractor has a property acquisition project for either residential or commercial property and the property has a tenant or owner who may be displaced or relocated either permanently or temporarily, OCD staff and/ or HUD Community Planning & Development Relocation staff should be immediately notified so that an assessment can be made as to whether the Uniform Relocation Act is triggered. In the event that the URA is triggered, OCD will assist the Subrecipient or Contractor in establishing a project specific relocation plan to satisfy the requirements of the URA.

B. The Subrecipient, Developer or Contractor shall comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (“URA”) and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. More information is available at: [Real Estate Acquisition and Relocation - HUD Exchange](#)

C. The Subrecipient, Developer or Contractor shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b) (2) who are displaced as a direct result of acquisition, rehabilitation, demolition or conversion of a CDBG-assisted project. The Subrecipient, Developer or Contractor shall also comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

D. Congress has statutorily prohibited the use of federal funds for eminent domain purposes starting in Federal Fiscal Year 2006 with limited exceptions such as public purpose. This Congressional prohibition is detailed in Federal Notice: **FR-5077-N-01: Vol. 71, No.136 - Monday, July 17, 2006 Statutory Prohibition on Use of HUD Fiscal Year (FY) 2006 Funds for Eminent Domain- Related Activities**. This Notice can be accessed at: [Federal Register :: Statutory Prohibition on Use of HUD Fiscal Year \(FY\) 2006 Funds for Eminent Domain-Related Activities](#)

V. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance. The US Department of Housing and Urban Development (“HUD”) and Nassau County are committed to assuring that CDBG Subrecipients and Contractors take positive steps to ensure that all persons receive equal opportunity to housing, employment, public facilities and services, contracting and business opportunities, and CDBG funds, benefits and services, and are protected from displacement. In addition to equal access, Subrecipient, Developer and Contractors must affirmatively further fair housing and also provide accessibility for persons with disabilities.

Subrecipient, Developers and Contractors are responsible for implementing their projects in compliance with all local, state and federal laws and regulations regarding civil rights, fair housing and equal opportunity. This grant agreement certifies that the Subrecipient, Developer or Contractor will actively enforce the provisions of such statutes and regulations and develop strategies for addressing the requirements. To ensure compliance, attention to the civil rights, fair housing and equal opportunity components of your CDBG projects must be all-inclusive, from the project design to the final progress report.

Subrecipients, Developers and Contractors must:

- demonstrate that they afford equal employment opportunities to all persons;
- take affirmative steps to ensure that minority groups are informed of grant opportunities;
- demonstrate that their program benefits are not awarded in ways that discriminate; and
- Take affirmative steps to promote fair and equal access to housing, regardless of the type of grant.

The Subrecipient, Developer or Contractor shall comply with: The New York State and Nassau County Civil Rights and Fair Housing Laws, Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended (the Federal Fair Housing Act), Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of

1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

As generally described by HUD:

Title VI of the Civil Rights Act of 1964

Title VI prohibits discrimination on the basis of race, color, or national origin in programs and activities receiving federal financial assistance.

Fair Housing Act

Title VIII of the Civil Rights Act of 1968 as amended, prohibits discrimination in the sale, rental, and financing of dwellings, and in other housing-related transactions, based on race, color, national origin, religion, sex, familial status (including children under the age of 18 living with parents or legal custodians, pregnant women, and people securing custody of children under the age of 18), and handicap (disability).

Section 504 of the Rehabilitation Act of 1973

Section 504 prohibits discrimination based on disability in any program or activity receiving federal financial assistance.

Section 109 of Title I of the Housing and Community Development Act of 1974

Section 109 prohibits discrimination on the basis of race, color, national origin, sex or religion in programs and activities receiving financial assistance from HUD's Community Development and Block Grant Program.

Title II of the Americans with Disabilities Act of 1990

Title II prohibits discrimination based on disability in programs, services, and activities provided or made available by public entities. HUD enforces Title II when it relates to state and local public housing, housing assistance and housing referrals. This Act requires among other things that all bids and contracts must contain language that prohibits discrimination on the basis of disability by public entities in all services or programs.

Architectural Barriers Act of 1968

The Architectural Barriers Act requires that buildings and facilities designed, constructed, altered, or leased with certain federal funds after September 1969 must be accessible to and useable by handicapped persons.

Age Discrimination Act of 1975

The Age Discrimination Act prohibits discrimination on the basis of age in programs or activities receiving federal financial assistance.

Title IX of the Education Amendments Act of 1972

Title IX prohibits discrimination on the basis of sex in education programs or activities that receive federal financial assistance.

Fair Housing-Related Presidential Executive Orders:

Executive Order 11063

Executive Order 11063 prohibits discrimination in the sale, leasing, rental, or other disposition of properties and facilities owned or operated by the federal government or provided with federal funds.

Executive Order 11246

Executive Order 11246, as amended, bars discrimination in federal employment because of race, color, religion, sex, or national origin.

Executive Order 12892

Executive Order 12892, as amended, requires federal agencies to affirmatively further fair housing in their programs and activities, and provides that the Secretary of HUD will be responsible for coordinating the effort. The Order also establishes the President's Fair Housing Council, which will be chaired by the Secretary of HUD.

Executive Order 12898

Executive Order 12898 requires that each federal agency conduct its program, policies, and activities that substantially affect human health or the environment in a manner that does not exclude persons based on race, color, or national origin.

Executive Order 13166

Executive Order 13166 eliminates, to the extent possible, limited English proficiency as a barrier to full and meaningful participation by beneficiaries in all federally assisted and federally conducted programs and activities.

Executive Order 13217

Executive Order 13217 requires federal agencies to evaluate their policies and programs to determine if any can be revised or modified to improve the availability of community-based living arrangements for persons with disabilities.

2. Affirmatively Furthering Fair Housing.

a. The Subrecipient, Developer or Contractor shall comply with Section 104 (b) (2) of the Housing and Community Development Act of 1974, ("HCD") as amended (42 U.S.C. 5309). This governing statute for the CDBG program requires that each grantee certify to HUD's satisfaction that (1) the grant will be conducted and administered in conformity with the Fair Housing Act (42 U.S.C. 3601-20) and (2) the grantee will affirmatively further fair housing.

b. This requirement is codified for local jurisdictions, in the HUD Consolidated Plan requirements under 24 CFR § 91.225. Under the Consolidated Plan, HUD funded recipients are required to: (1) examine and attempt to alleviate housing discrimination within their jurisdiction; (2) promote fair housing choice for all persons; (3) provide opportunities for all persons to reside in any given housing development, regardless of race, color, religion, sex, disability, familial status, or national origin; (4)

promote housing that is accessible to and usable by persons with disabilities; (5) and comply with the non-discrimination requirements of the Fair Housing Act.

c. The identification and subsequent reduction and/or elimination of impediments to fair housing involves affirmatively furthering fair housing as part of the acceptance of HUD program funds. Affirmatively furthering fair housing may be grouped into the following three categories:

- *Intent:* The obligation to avoid policies, customs, practices or processes whose intent or purpose is to impede, infringe, or deny the exercise of fair housing rights by persons protected under the Federal Fair Housing Act.
- *Effect:* The obligation to avoid policies, customs, practices or processes whose effect or impact is to impede, infringe, or deny the exercise of Fair Housing rights by persons protected under the Fair Housing Act.
- *Affirmative Duties:* The Act imposes a fiduciary responsibility upon public agencies to anticipate policies, practices, or processes that previously, currently or may potentially impede, infringe or deny the exercise of fair housing rights by persons protected under the Federal Fair Housing Act.

d. In order to affirmatively further fair housing in the sale or rental of property acquired or rehabilitated with HUD funds, the Subrecipient, Developer or Contractor must prepare and follow an Affirmative Fair Housing Marketing Plan (“AFHMP”). The Affirmative Fair Housing Marketing Plan must be consistent with OCD’s Affirmative Fair Housing Marketing Guidelines and must be submitted to OCD in advance of the selection process for review and approval.

The AFHMP must include the following:

- The process of outreach advertising, and selection of applicants that will attract potential consumers or tenants of all minority and non-minority groups within the housing market, regardless of race, color, religion, sex, national origin, disability, or familial status. Special outreach should be conducted to groups least likely to apply. Examples of such action include:
 - Advertising the availability of housing to the population that is less likely to apply, both minority and non-minority groups, through various forms of media (i.e. radio stations, posters, newspapers) within the marketing area;
 - Use of the Equal Housing Opportunity Logo and the equal housing opportunity statement.
 - Educate persons within an organization about fair housing and their obligations to follow nondiscrimination laws; and

- Conduct outreach to advocacy groups (i.e. disability rights groups) on the availability of housing.
- A selection process which is open, fair and equitable (i.e. a housing lottery).
- Any system of preference of priority with respect to the solicitation of applicants, selection, and qualification of Home Buyers, marketing of Homes or allocation and distribution of Grant funds must be fully set forth and justified in the Affirmative Marketing Plan, which will include an explanation of the need for and likely impact of such preference or priority on the disposition of the Homes in the Project within the context of the Grantee's affirmative marketing efforts and any applicable municipal community development plan. Any system of preference or priority must comply with federal, state and Nassau County fair housing laws and may not foster racial, religious, or other illegal form of discrimination.

3. Nondiscrimination. The Subrecipient, Developer or Contractor shall comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

4. Land Covenants. This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. The Subrecipient, Developer or Contractor shall cause or require recording of a covenant running with the land to be sold, leased, transferred, acquired, cleared or improved with assistance provided under this Agreement, along with the deed or lease for such transfer, prohibiting discrimination as herein inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, Developer or Contractor, in undertaking its obligation to carry out the program assisted hereunder, shall take such measures as are necessary to enforce such covenant and shall not itself so discriminate.

5. Section 504. The Subrecipient, Developer or Contractor shall comply with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and all Federal regulations promulgated thereunder to ensure compliance with the law, which prohibits discrimination against individuals with disabilities or handicaps in any Federally assisted program.

The Grantee shall provide the Subrecipient, Developer or Contractor with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan. The Subrecipient, Developer or Contractor agrees

that it shall be committed to carrying out an Affirmative Action Program in accordance with the County's requirements in keeping with the principles provided in President's Executive Order 11246 of September 24, 1966. The County shall provide Affirmative Action guidelines to the Subrecipient, Developer or Contractor to assist in the formulation of such program. The Subrecipient, Developer or Contractor shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE).

a. General. The Subrecipient, Developer or Contractor shall use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement in development, design, and construction by performing work and providing goods and services in connection with this Project.

b. MBE/ WBE Thresholds. As used in this Agreement, the term "small business" shall mean a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and the term "minority and women's business enterprise" shall mean a business that is at least fifty-one (51) percent owned and controlled by minority group members or women. The Subrecipient, Developer or Contractor may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

c. Local Requirements. The Nassau County Legislature adopted Local Law No. 14-2002 (Set forth in this Exhibit under VI. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN) detailing the implementation of the local MBE / WBE program. For further information see: [Minority Affairs | Nassau County, NY - Official Website \(nassaucountyny.gov\)](http://Minority Affairs | Nassau County, NY - Official Website (nassaucountyny.gov))

d. Contracting. Prior to the commencement of any project, the Subrecipient, Developer or Contractor shall implement an MBE/ WBE utilization plan setting forth the steps that will be taken to identify and solicit bids as prime or subcontractors from Women and Minority Owned Businesses. The total dollar award of contracts includes the total contract price of all contracts awarded for the furnishing of labor, materials or services for inclusion in the project, exclusive of payments to government and financing costs. Specific products and services include, but are not limited to, architectural and engineering services, legal services, all construction trades, equipment and fixtures, finishes, and furnishings.

f. Reporting. The Subrecipient, Developer or Contractor must complete HUD Form 2516, if applicable, – Contract and Subcontract Activity report and submit it to OCD in September of each year.

VI. BUILD AMERICA, BUY AMERICA (BABA) REQUIREMENTS.

Buy America Preference. Recipients, Subrecipients, Contractors, and developers of an award of Federal financial assistance from a program for infrastructure, are hereby notified that none of the funds provided under this award may be used for an infrastructure project unless:

- (1) All iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- (2) All manufactured products used in the project are produced in the United States— this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard that meets or exceeds this standard has been established under applicable law or regulation for determining the minimum amount of domestic content of the manufactured product; and
- (3) All construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. The construction material standards are listed below.

Incorporation into an infrastructure project. The Buy America Preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America Preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

Categorization of articles, materials, and supplies. An article, material, or supply should only be classified into one of the following categories: (i) Iron or steel products; (ii) Manufactured products; (iii) Construction materials; or (iv) Section 70917(c) materials. An article, material, or supply should not be considered to fall into multiple categories. In some cases, an article, material, or supply may not fall under any of the categories listed in this paragraph. The classification of an article, material, or supply as falling into one of the categories listed in this paragraph must be made based on its status at the time it is brought to the work site for incorporation into an infrastructure project. In general, the work site is the location of the

infrastructure project at which the iron, steel, manufactured products, and construction materials will be incorporated.

Application of the Buy America Preference by category. An article, material, or supply incorporated into an infrastructure project must meet the Buy America Preference for only the single category in which it is classified.

Determining the cost of components for manufactured products. In determining whether the cost of components for manufactured products is greater than 55 percent of the total cost of all components, use the following instructions:

- (a)For components purchased by the manufacturer, the acquisition cost, including transportation costs to the place of incorporation into the manufactured product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
- (b)For components manufactured by the manufacturer, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (a), plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the manufactured product.

Construction material standards. The Buy America Preference applies to the following construction materials incorporated into infrastructure projects. Each construction material is followed by a standard for the material to be considered “produced in the United States.” Except as specifically provided, only a single standard should be applied to a single construction material.

(1)Non-ferrous metals. All manufacturing processes, from initial smelting or melting through final shaping, coating, and assembly, occurred in the United States.

(2)Plastic and polymer-based products. All manufacturing processes, from initial combination of constituent plastic or polymer-based inputs, or, where applicable, constituent composite materials, until the item is in its final form, occurred in the United States.

(3)Glass. All manufacturing processes, from initial batching and melting of raw materials through annealing, cooling, and cutting, occurred in the United States.

(4)Fiber optic cable (including drop cable). All manufacturing processes, from the initial ribboning (if applicable), through buffering, fiber stranding and jacketing, occurred in the United States. All manufacturing processes also include the standards for glass and optical fiber, but not for non-ferrous metals, plastic and polymer-based products, or any others.

(5) Optical fiber. All manufacturing processes, from the initial preform fabrication stage through the completion of the draw, occurred in the United States.

(6) Lumber. All manufacturing processes, from initial debarking through treatment and planning, occurred in the United States.

(7) Drywall. All manufacturing processes, from initial blending of mined or synthetic gypsum plaster and additives through cutting and drying of sandwiched panels, occurred in the United States.

(8) Engineered wood. All manufacturing processes from the initial combination of constituent materials until the wood product is in its final form, occurred in the United States.

Waivers

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements.

When the Federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the Buy America Preference in any case in which the agency determines that:

- (1) applying the Buy America Preference would be inconsistent with the public interest;
- (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
- (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the Buy America Preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at [BABA Waivers - HUD Exchange](#).

Definitions

“Buy America Preference” means the “domestic content procurement preference” set forth in section 70914 of the Build America, Buy America Act, which requires the head of each Federal agency to ensure that none of the funds made available for a Federal award for an infrastructure project may be obligated unless all of the iron, steel, manufactured products, and construction materials incorporated into the project are produced in the United States.

“Construction materials” means articles, materials, or supplies that consist of only one of the items listed in paragraph (1) of this definition, except as provided in paragraph (2) of this definition. To the extent one of the items listed in paragraph (1) contains as inputs other items listed in paragraph (1), it is nonetheless a construction material.

(1) The listed items are:

- (i) Non-ferrous metals;
- (ii) Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- (iii) Glass (including optic glass);
- (iv) Fiber optic cable (including drop cable);
- (v) Optical fiber;
- (vi) Lumber;
- (vii) Engineered wood; and
- (viii) Drywall.

(2) Minor additions of articles, materials, supplies, or binding agents to a construction material do not change the categorization of the construction material.

“Infrastructure” means public infrastructure projects in the United States, which includes, at a minimum, the structures, facilities, and equipment for roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property; and structures, facilities, and equipment that generate, transport, and distribute energy including electric vehicle (EV) charging.

“Infrastructure project” means any activity related to the construction, alteration, maintenance, or repair of infrastructure in the United States regardless of whether infrastructure is the primary purpose of the project. See also paragraphs (c) and (d) of 2 CFR 184.4.

“Iron or steel products” means articles, materials, or supplies that consist wholly or predominantly of iron or steel or a combination of both.

“Manufactured products” means:

- (1) Articles, materials, or supplies that have been:
 - a. Processed into a specific form and shape; or
 - b. Combined with other articles, materials, or supplies to create a product with different properties than the individual articles, materials, or supplies.
- (2) If an item is classified as an iron or steel product, a construction material, or a Section 70917(c) material under 2 CFR 184.4(e) and the definitions set forth in 2 CFR 184.3, then it is not a manufactured product. However, an article, material, or supply classified as a manufactured product under 2 CFR 184.4(e) and paragraph (1) of this definition may include components that are construction materials, iron or steel products, or Section 70917(c) materials.

“Predominantly of iron or steel or a combination of both” means that the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components.

“Section 70917(c) materials” means cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives. See Section 70917(c) of the Build America, Buy America Act.

APPLICABLE FORMS: The following forms are to be used by the Subrecipient, Contractors, and Developers for BABA compliance.

CERTIFICATION

**Build America, Buy America Act:
Optional Buy America
Preference (BAP) Certification**



Project Information

| | |
|------------------------------------|--|
| Grantee | |
| Grant Number | |
| Activity Name | |
| Activity Number (IDIS/DRGR) | |

This "Optional Buy America Preference Certification" is used to certify that, as required by the Build America, Buy America (BABA) Act, all of the iron, steel, manufactured products, and construction materials incorporated into an infrastructure project are produced in the United States, unless exempted by a HUD general waiver or a project-/product-specific waiver approved by the Made in America Office (MIAO) at the Office of Management and Budget (OMB).

For covered materials not otherwise exempted from the Buy America Preference (BAP), the undersigned certifies the following:

- All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- All manufactured products used in the project are produced in the United States. This means the manufactured product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard that meets or exceeds this standard has been established under applicable law or regulation for determining the minimum amount of domestic content of the manufactured product;
- All construction materials used in the project are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

Attach a list of all covered materials procured by the signatory and used in the project.

I hereby certify this information is complete and accurate and agree to provide documentation collected on the country of origin for all covered materials I caused to be incorporated into or affixed to an infrastructure project to the CPD grantee and HUD upon request. I understand and agree that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

| Signature | Title/Organization | Date |
|------------------|---------------------------|-------------|
| | | |

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County of Nassau
Office of Community Development

EXAMPLE BUILD AMERICA, BUY AMERICA ACT (BABA)
MANUFACTURER CERTIFICATION LETTER

The following information is provided as an example letter of a manufacturer's certification for BABA compliance. This letter must be provided on the manufacturing company's letterhead.

Date

Company Name

Company Address

City, State Zip

Subject: Build America, Buy America Certification for Project (XXXXXXXXXX – must state the infrastructure project name and/or project/contract title specific enough and recognizable enough to easily associate it with this particular project)

I, (*company representative*), certify that the following products and/or materials shipped/provided to the subject project are in full compliance with the Buy America, Build America (BABA) requirement as mandated in the Buy America Preference for CDBG Grantees.

Item, Products and/or Materials:

1. *Xxxx*
2. *Xxxx*
3. *Xxxx*

Such process took place at the following location:

If any of the above compliance statements change while providing material to this project, we will immediately notify the prime contractor and the engineer.

(Signed by company representative)

Appendix EE

Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor, Developer or Subrecipient shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor, Developer or Subrecipient shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor, Developer or Subrecipient will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor, Developer or Subrecipient shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor, Developer or Subrecipient's obligations herein.

(c) The Contractor, Developer or Subrecipient shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor, Developer or Subrecipient shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

(e) The Contractor, Developer or Subrecipient shall, in its advertisements and solicitations for Subcontractor, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractor must be equal opportunity employers.

(f) Contractor, Developer or Subrecipients must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractor, Developer or Subrecipients for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor or Subrecipient to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor, Developer or Subrecipient to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor or Subrecipient to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor, Developer or Subrecipient must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor, Developer or Subrecipient must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor, Developer or Subrecipient's Subcontracts and Contractor, Developer or Subrecipient's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor, Developer or Subrecipient shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor, Developer or Subrecipient shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor or Subrecipient has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual

provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrator's award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The Contractor, Developer or Subrecipient shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractor, Developer or Subrecipients or Subcontractor in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor, Developer or Subrecipient shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term “Best Efforts Checklist” shall mean a list signed by the Contractor, Developer or Subrecipient, listing the procedures it has undertaken to procure Subcontractor in accordance with this Appendix EE.

As used in this Appendix EE the term “County Contract” shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars (\$100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term “County Contract” does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term “County Contractor, Developer or Subrecipient” means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a Contractor or Subrecipient, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term “County Contractor, Developer or Subrecipient” shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE “Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises” shall include, but is not limited to the following:

a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor, Developer or Subrecipient reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor, Developer or Subrecipient welcomed bids and quotes from M/WBE Subcontractor. In addition, proof of the date(s) any such

advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor, Developer or Subrecipient's affidavit with a notary's signature and stamp shall be required as part of the documentation.

b. Proof of having provided reasonable time for M/WBE Subcontractor to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation

c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractor encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation

d. Proof or affidavit that M/WBE Subcontractor were allowed to review bid specifications, blueprints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor or Subrecipient that are passed onto the M/WBE.

e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.

f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor or Subrecipient shall be included in the Best Effort Documentation

g. If an M/WBE is rejected based on cost, the County Contractor, Developer or Subrecipient must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.

h. The conditions of performance expected of Subcontractor or by the County Contractor, Developer or Subrecipient must also be included with the Best Effort Documentation

i. Contractor, Developer or Subrecipients may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term “Subcontract” shall mean an agreement consisting of part or parts of the contracted work of the County Contractor, Developer or Subrecipient.

As used in this Appendix EE, the term “Subcontractor” shall mean a person or firm who performs part or parts of the contracted work of a prime Contractor, Developer or Subrecipient providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime Contractor, Developer or Subrecipient that are necessary for the prime Contractor or Subrecipient to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a Contractor, Developer or Subrecipient who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a Contractor, Developer or Subrecipient, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring Contractor, Developer or Subrecipients to retain or submit documentation of best efforts to utilize certified subcontractor and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: City of Long Beach

Address: 1 W. Chester St

City: Long Beach State/Province/Territory: NY Zip/Postal Code: 11561

Country: US

2. Entity's Vendor Identification Number: 11-6000351

3. Type of Business: Other (specify) Municipality

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

2 File(s) uploaded: City of Long Beach Principals and CM 2023.docx, City of Long Beach Principals and CM 2024.docx

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.

If none, explain.

2 File(s) uploaded: City of Long Beach Principals and CM 2023.docx, City of Long Beach Principals and CM 2024.docx

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

None

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are

not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

Are there lobbyists involved in this matter?

YES [] NO [X]

(a) Name, title, business address and telephone number of lobbyist(s):

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Electronically signed and certified at the date and time indicated by:

Tyler Huffman [COMMUNITY@LONGBEACHNY.GOV]

Dated: 05/13/2024 01:01:28 pm

Title: Director of Community Development

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.



CITY OF LONG BEACH

1 WEST CHESTER STREET
LONG BEACH, N.Y. 11561
(516) 431-1001
FAX: (516) 431-1389

List of Principals

City Council:

Brendan Finn, City Council President
Chris Fiumara, City Council Vice President
Michael Reinhart, City Council Member
John Bendo, City Council Member
Roy Lester, City Council Member

City Manager:

Daniel Creighton

BRUCE. A. BLAKEMAN
COUNTY EXECUTIVE



JEFFREY M. CLARK
EXECUTIVE DIRECTOR

**COUNTY OF NASSAU
OFFICE OF COMMUNITY DEVELOPMENT**
1 West Street, Suite 365
Mineola, NY 11501
(516) 571-0200

DATE: 11-8-24

s

MEMORANDUM TO: Robert Cleary, Chief Procurement and Compliance Officer

FROM: Jeffrey Clark, Executive Director

RE: Community Development Block Grant (CDBG) and Emergency Solutions Grants (ESG) Contract Delay Memo

The Nassau County Office of Community Development (OCD) is the administering agency for the Consolidated Program funding received through an annual allocation from the U.S. Department of Housing and Urban Development (HUD).

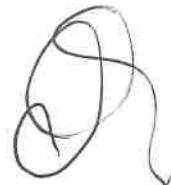
Consolidated funding applications are received by OCD in mid-March of each program year from consortium members, non-profit agencies and developers. Funding allocations are submitted to the Nassau County Legislature for approval on a yearly basis. The Nassau County Legislature approved all subrecipient funding allocations and contracts do not have to go before the Legislature or NIFA for approval. OCD's federal fiscal year began on September 1, 2024. Although the federal fiscal year begins on September 1st, OCD must wait for the supplemental appropriation to be available in NIFS in order to encumber contracts. The Legislature approved the supplemental appropriation on June 24, 2024. Contracts were e-mailed out to subrecipients following funding availability in NIFS.

Due to the lengthy internal approval processes of municipal subrecipients and the required disclosure documentation and insurance requirements of non-profit subrecipients, the contract process is very often delayed.



COUNTY OF NASSAU
OFFICE OF COMMUNITY DEVELOPMENT
1 WEST STREET – SUITE 365
MINEOLA, NEW YORK 11501
(516) 571-0200 FAX (516) 571-1096
<https://www.nassaucountyny.gov/1524/Community-Development>

DATE: 11-8-24



MEMORANDUM TO: Nassau County Comptroller's Office

FROM: Jeffrey Clark, Executive Deputy Director

SUBJECT: Allocation of Community Development Block (CDBG) Program Funds, HOME Investment Partnerships (HOME) Program Funds and Emergency Solutions Grant Program Funds

The Nassau County Office of Community Development (OCD) is the administering agency for the Consolidating Program funding received through an annual allocation from the U.S. Department of Housing and Urban Development (HUD).

The Community Development Block Grant (CDBG) Program and HOME Investment Partnerships (HOME) Program, and Emergency Solutions Grant Program regulations allow for funding directly to subrecipients to undertake eligible activities. Funding under the attached contract is awarded in compliance with these regulations through a formal application process initiated by OCD. Funding is determined by a committee and approved by the Nassau County Legislature and HUD through the Nassau Urban County Consortium Annual Action Plan. There is no procurement or competitive bid involved as these are Federal Pass-Through dollars.

**REVISED URBAN COUNTY QUALIFICATION
COOPERATION AGREEMENT BETWEEN COUNTY OF NASSAU
AND
CITY OF LONG BEACH**

THIS REVISED URBAN COUNTY QUALIFICATION COOPERATION AGREEMENT made as of this 30th day of August, 2023 ("Agreement"), by and between the **County of Nassau**, a municipal corporation and one of the counties of the State of New York, having its principal office at the Executive Building, 1550 Franklin Avenue, Mineola, New York 11501, (hereinafter referred to as "COUNTY") and the **CITY OF LONG BEACH**, a municipal corporation of the State of New York, having its principal office at 1 West Chester Street, Long Beach, NY 11561, (hereinafter referred to as "MUNICIPALITY"). County and Municipality are referred to herein individually as a "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, Title I of the Housing and Community Development Act of 1974, as amended, commonly known as the Community Development Block Grant Program ("CDBG Program"), provides federal funds to certain urban counties for eligible housing and community development activities therein; and

WHEREAS, the Cranston-Gonzalez National Affordable Housing Act of 1990, as amended, provides federal funds to certain urban counties through its Home Investment Partnership Program ("HOME Program") for eligible housing activities; and

WHEREAS, Subtitle B of title IV of the McKinney-Vento Homeless Assistance Act of 1987, as amended by the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009, provides federal funds to certain urban counties through its Emergency Solutions Grants ("ESG Program") for eligible uses related to emergency shelters for the homeless, and for homelessness prevention and rapid re-housing assistance; and

WHEREAS, participation by the County under the "urban county" designation in the CDBG, HOME and ESG Programs requires that the Municipality and the County enter into a cooperation agreement in order to be included in the CDBG Urban County and HOME consortia; and

WHEREAS, the COUNTY has designated the Office of Community Development as the administrative agency for CDBG, HOME, and ESG Programs (hereinafter referred to as "AGENCY"); and

WHEREAS, Section 99-h of the General Municipal Law of the State of New York grants to any municipal corporation the power either individually or jointly with one or more other municipal corporation, to apply for, accept and expend funds made available by the federal government either directly or through the State, in order to administer, conduct or participate with the federal government in programs relating to the general welfare of the inhabitants of such municipal corporation; and

WHEREAS, applications for grants to finance community development and affordable housing programs under the Housing and Community Development Act of 1974, as amended, and the National Affordable Housing Act of 1990, as amended, and the McKinney-Vento Homeless

Assistance Act of 1987, as amended (collectively, the "Acts"), and any "eligible activities" thereunder are not inconsistent with the statutes of the State of New York; and

WHEREAS, the Municipality and the County previously entered into a cooperation agreement covering the same subject matter which has been subsequently amended and automatically renewed by resolution and remained in full force and effect for all consecutive three-year urban county qualification periods including FYs 2021, 2022 and 2023; and

WHEREAS, the Municipality has determined that it is desirable and is in the public interest for the Municipality to be included in the urban county for the three-year qualification cycle of FYs 2024, 2025 and 2026; and

WHEREAS, the Municipality acknowledges the County's authority to undertake or assist in undertaking essential community development and housing assistance activities; and

WHEREAS, the Village Mayor/Town Supervisor/City Manager of the Municipality, or his/her designee, is authorized to execute this Agreement; and

WHEREAS, the County Executive, or his designee, is authorized to execute this Agreement; and

WHEREAS, the cooperation between the County and the Municipality is essential for the successful planning of the CDBG, HOME and ESG Programs under an urban county designation by HUD.

NOW THEREFORE, it is hereby agreed by the County and the participating Municipality as follows:

1. The purpose of this Agreement is to establish a legal mechanism through which the County may apply for, receive, and disburse federal funds available to eligible counties under the CDBG, HOME and ESG Programs, and to take such actions in the benefits of these programs. Federal funds received by the County shall be for such functions as urban renewal, water and sewer facilities, neighborhood facilities, public facilities, open space, housing activities, prevention of homelessness, and such other purposes as are authorized by the Acts.

2. In addition to such assurances and agreements as may have been made by previously executed cooperation agreements, the County and the Municipality agree to cooperate to undertake, or assist in undertaking, community renewal and lower-income housing assistance activities, specific urban renewal, and publicly assisted housing.

3. This Agreement shall supplement any previous cooperation agreements entered between the Parties for purposes of CDBG Urban County Qualification and shall replace and supersede any previously agreed upon provision should such a provision conflict or be inconsistent with this Agreement.

4. This Agreement shall be in effect for the three-year program period of Federal Fiscal Years 2024, 2025 and 2026, and until the CDBG, HOME and ESG funds and program income received (with respect to activities carried out during the three-year urban county qualification period) are expended and the funded activities completed.

5. The Parties understand and agree that neither the County nor the Municipality can terminate or withdraw from this Agreement while it remains in effect, except as allowed in legislation enacted by the US Congress for termination or withdrawal from the Urban County Program and as permitted by HUD. The Agreement shall remain in effect until expressly terminated by one of the Parties hereto but said termination may only occur at the end of each three-year urban county requalification period.

6. The County shall, by the date specified in HUD's urban county qualification notice for the next qualifying period, notify the Municipality by letter of its right not to participate. This Agreement will be renewed automatically for participation in successive three-year urban county qualification periods unless the County or the Municipality elect not to participate in a new qualification period in three-year intervals, provided written notices are given in conformity with HUD requirements as set forth herein. Copies of the County's notification to the Municipality of its right not to participate in a new qualification period, as well as the notice of the Municipality's decision not to participate in the renewal shall be sent to the HUD Field Office by the dates specified in the urban county qualification schedule of the applicable notice.

7. Nothing contained in this Agreement shall deprive the Municipality of any powers of zoning, development control, or other lawful authority which it presently possesses, nor shall any participant be deprived of any State or Federal aid to which it might be entitled in its own right, except as herein provided.

8. The participating Municipality agrees not to apply for grants under the State CDBG Programs for the fiscal years during the period in which the Municipality participates in the urban county's CDBG Program. Nonetheless, while the Municipality may only receive a formula allocation under the HOME and ESG Programs as part of the urban county, it is not precluded by this Agreement from applying for HOME or ESG funds from the State of New York, provided the State allows it.

9. The County shall have the authority to carry out activities, which will be funded with annual CDBG, HOME and ESG Programs funds appropriated for FYs 2024-2026 and from any program income generated from the expenditure of such funds.

10. The eligible activities to be undertaken during the term of this Agreement will be chosen by the Municipality from those authorized by HUD Rules and Regulations governing the CDBG HOME and ESG Programs, and any regulations which may be applicable to future supplemental Federal Programs. The County shall have the final responsibility for selecting CDBG, HOME and ESG activities and annually filing grant application with HUD. In preparing such a grant application, the County shall give due consideration to the Municipality's analysis of community development needs and proposed activities.

11. The County will take full responsibility for and assume all obligations required of an applicant, including the analysis of needs, setting of objectives, development of community development and comprehensive housing affordability strategy plans, one-year community development program, assurances, and certifications, including HUD 424-B.

12. The County certifies that it is following an adopted Consolidated Plan as required by 24 CFR Part 91. The Parties agree to cooperate to fulfill housing goals established by the HUD approved Consolidated Plan for the period of this Agreement.

13. The County understands and agrees that it may not sell, trade, or otherwise transfer all or any portion of CDBG funds to a metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any funds, credits, or non-Federal considerations, but must use such funds for activities eligible under Title I of the Housing and Community Development Act of 1974, as amended.

14. The County and the Municipality shall take all actions necessary to assure compliance with the County's certification under Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, that the grant will be conducted and administered in conformity with Title VI of the Civil Rights Act of 1964, and the implementing regulations at 24 CFR Part 1, and the Fair Housing Act, and the implementing regulations at 24 CFR Part 100, and will affirmatively further fair housing as required under 24 CFR 91.225(a) and Affirmatively Furthering Fair Housing Definitions and Certifications (86 FR 30779) codified or to be codified at 24 CFR 5.151 and 5.152. The Parties shall comply with Section 109 of Title I of the Housing and Community Development Act of 1974, and the implementing regulations at 24 CFR Part 6, which incorporates Section 504 of the Rehabilitation Act of 1973, and the implementing regulations at 24 CFR Part 8, Title II of the Americans with Disabilities Act of 1974, and the implementing regulations at 28 CFR Part 35, the Age Discrimination Act of 1975, and the implementing regulations at 24 CFR Part 146, and Section 3 of the Housing and Urban Development Act of 1968, and all other applicable laws and regulations. The Parties agree that urban county funding in no event will be used for activities in, or in support of, any cooperating unit of general local government that does not affirmatively further fair housing within its own jurisdiction or that impedes the County's actions to comply with the County's fair housing certification. Noncompliance with this provision is cause for sanctions and other remedial actions by HUD.

15. The Parties agree to adopt amendment(s) to this Agreement as may be required by HUD to meet any new Urban County Qualification requirement(s) for subsequent qualification cycles, when applicable. The County will notify the Municipality of its right to terminate its participation in the program based on the adoption of any such amendment. Failure by either Party to adopt any such amendment to the Agreement incorporating changes necessary to meet the requirements for cooperation agreements set forth in the HUD issued Urban County Qualification Notice applicable for subsequent three-year urban county qualification period, and to submit such amendment to HUD will void the automatic renewal of such qualification period.

16. The County and the Municipality each have adopted and are enforcing:

- a. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations.
- b. A policy of enforcing applicable State and local laws against physically barring entrance to, or exit from, a facility or location that is the subject of nonviolent civil rights demonstrations within its jurisdiction.

17. By executing this Cooperation Agreement, the Municipality understands, agrees and acknowledges that:

- a. The Municipality may not apply for grants from appropriations under the State CDBG Programs for fiscal years during the period in which it participates in the urban county's CDBG program.
- b. The Municipality may receive a formula allocation under the HOME Program and ESG Program only through the urban county. Thus, even if the urban county does not receive a HOME formula allocation, the participating unit of local government cannot form a HOME consortium with other local governments. This, nonetheless, does not preclude the Municipality participating with the urban county from applying to the State for HOME and ESG funds if the State allows.
- c. The Municipality may not sell, trade, or otherwise transfer all or any portion of CDBG funds to a metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any funds, credits, or non-Federal considerations, but must use such funds for activities eligible under Title I of the Housing and Community Development Act of 1974, as amended.
- d. Pursuant to 24 CFR 570.501(b), the Municipality is subject to the same requirements applicable to subrecipients, including the requirement of a written agreement as described in 24 CFR 570.503.
- e. The Municipality must inform the County, through periodic reports requested by the County, of any income generated by the expenditure of CDBG and HOME funds received. All program income, including income received subsequent to project close-out or change in status of the Municipality must be paid to the County within ninety (90) days after the expiration of the term of this Agreement unless it is agreed by the Parties in writing that the Municipality may retain the income. All program income must be used exclusively for eligible activities as determined by the County and in accordance with CDBG and/or HOME Program requirements, as applicable.
- f. The Municipality shall keep and maintain appropriate records on the use of program income as required by the County as the county has the responsibility of monitoring and reporting income to HUD.
- g. The Municipality agrees that real property acquired or improved in whole or in part, using CDBG funds, will be used in accordance with the standards set forth in 24 CFR 570.505. 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. Program income generated from disposition or transfer of property prior to or subsequent to close-out or a change in status of the Municipality, or termination of this Agreement must be paid to the County unless otherwise agreed upon in writing.
- h. Any proposed modification or change of use of any real property acquired or improved in whole or in part by the Municipality using CDBG funds (from the use planned at the time of the acquisition or improvement), including disposition, must be reported to the County. The County may approve the proposed modification or change of use. The Municipality shall not implement the modification or change in use without the County's approval.
- i. The Municipality may not terminate or withdraw from this Agreement, except if the County fails to requalify as an urban county, while it remains in effect until the CDBG, HOME, and where applicable ESG funds and income received with respect to the three-year qualification period are expended and the funded activities completed.

- j. The Municipality may not receive urban county funding for activities in, or in support of, any cooperating unit of general local government that does not affirmatively further fair housing within its own jurisdiction or that impedes the County's actions to comply with its fair housing certification.
- k. The Municipality shall comply with the requirements, laws and policies of the CDBG, HOME and ESG Programs, and all applicable laws, ordinances, and codes of the State and local governments, and shall commit no trespass on any private property in performing any of the work embraced by this Agreement.

18. The Municipality shall not discriminate against any of its employees or applicants for employment because of race, color, religion, sex, or national origin, disability or familial status. The Municipality shall take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, sex, national origin, disability or familial status. Such action shall include, but not limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Municipality shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Municipality setting forth the provisions of this nondiscrimination clause. The Municipality shall incorporate the foregoing requirements of this Section 18 in all its contracts and subcontracts for CDBG, HOME and ESG funded work.

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

20. Pursuant to the New York State Finance Law §139-l, by execution of this Agreement, the Municipality and the individual signing this Agreement on behalf of the Municipality certifies, under penalty of perjury, that the Municipality has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of Section 201-g of the New York State Labor Law. A model policy and training has been created by the New York State Department of Labor and can be found on its website at:

<https://www.ny.gov/programs/combating-sexual-harassment-workplace>.

The County's policy against sexual harassment and other unlawful discrimination and harassment in the workplace can be found on the County's website at:

<https://www.nassaucountyny.gov/1681/Human-Resources>

21. The Municipality shall indemnify, defend and hold harmless the County, including its officials, agents and employees against all claims, losses, damages, liabilities, costs or expenses (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement) arising out of, incidental to or in any way connected with work done under this Agreement, and in

any way resulting from or related to this Agreement which the County, or its officials, employees, or agents, may suffer by reason of any negligence, fault, act, or omission of the Municipality, its employees, representatives, subcontractors, assignees, agents, vendors, or invitees. The rights and remedies of the County provided for in this Section 21 shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

22. The Municipality shall further indemnify, defend and hold harmless the County, including its officials, agents and employees against all claims, losses, damages, liabilities, costs or expenses (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement) incurred by the County as a result of a determination by HUD that activities undertaken by the Municipality under the Municipality's application failed to comply with any laws, regulations, or policies applicable thereto, or that any funds forwarded to the Municipality under this Agreement were improperly expended.

23. This Agreement shall apply to any supplemental program which HUD makes available through the CDBG, HOME or ESG Programs.

24. This Agreement is subject to the provisions of Article 18 of the General Municipal Law of the State of New York, as amended.

25. The governing body of the County and the governing body of the Municipality authorize this Agreement.

26. This Agreement may be executed in one or more counterparts and all such counterparts shall be deemed to constitute but one and the same agreement as if all signatures were set forth on the same agreement. A manually signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission will be deemed to have the same legal force and effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF, the Parties have hereunto, pursuant to authorization from properly adopted resolution, executed this agreement on this 30th day of August, 2023.

APPROVED:

By: Anissa Moore
Anissa Moore, Deputy County Executive
Office of Community Development

CITY OF LONG BEACH

By: Ronald J. Walsh Jr.
Name: Ronald J. Walsh Jr.
Title: Acting City Manager

COUNTY OF NASSAU

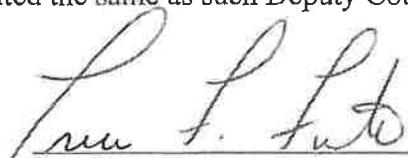
By: Arthur T. Walsh
Arthur T. Walsh
Chief Deputy County Executive

APPROVED AS PER CHARTER

By: Paul Wallace, DCA
Deputy County Attorney

STATE OF NEW YORK)
) ss:
COUNTY OF NASSAU)

On this 30th day of August, 2023, before me personally appeared, **Arthur T. Walsh**, Chief Deputy County Executive of the **County of Nassau**, the municipal corporation described herein and who executed the foregoing instrument, to me known and known to me to be such Deputy County Executive, and he by me being duly sworn, did depose and say: That he is the Deputy County Executive of the County of Nassau and the pursuant to Section 205 of the County Government Law of Nassau County executed the same as such Deputy County Executive for the purposes therein mentioned.

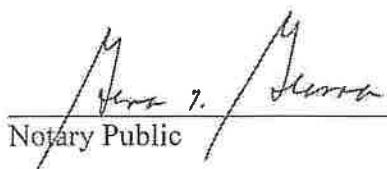


Notary Public

TRICIA F. FORMATO
Notary Public, State of New York
No. 01FO6261797
Qualified in Nassau County
Commission Expires May 14, 2024

STATE OF NEW YORK)
) ss:
COUNTY OF NASSAU)

On this 21 day of AUG., 2023, before me personally appeared, **Ronald J. Walsh Jr.**, to me known, who being duly sworn, did depose and say that he/she is the Acting City Manager of the **City of Long Beach**, the municipal corporation described herein and which executed the above agreement; and that he/she signed his/her name thereto by designation of the City Council.



Notary Public

Gina T. Guma
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01GU4650362
Qualified in Nassau County
Commission Expires January 31, 2026