VOLUNTARY COMPLIANCE AGREEMENT
AND CONCILIATION AGREEMENT

BETWEEN

THE UNITED STATES OF AMERICA
DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
OFFICE OF FAIR HOUSING AND EQUAL OPPORTUNITY

AND

LATINO ACTION NETWORK,
NEW JERSEY STATE CONFERENCE OF THE
NATIONAL ASSOCIATION FOR THE ADVANCEMENT OF COLORED PEOPLE,
AND
FAIR SHARE HOUSING CENTER
("COMPLAINANTS")

AND

THE STATE OF NEW JERSEY;
AND
THE NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS
("RESPONDENTS")

CASE NUMBERS:
Title VI No.: 02-13-0048-6
TITLE VIII No. 02-13-0303-8

CASE FILED: APRIL 3, 2013

VOLUNTARY COMPLIANCE AGREEMENT AND CONCILIATION AGREEMENT

I. PARTIES

Complainants

Latino Action Network
c/o Frank Argote-Freyre, President
P.O. Box 943
Freehold, NJ 07728

NJ State Conference of the NAACP
c/o Richard Smith, President
4326 Harbor Beach Boulevard, # 775
Brigantine, New Jersey 08203

Fair Share Housing Center, Inc.
c/o Peter J. O'Connor, Executive Director
510 Park Blvd.
Cherry Hill, NJ 08002

Representatives:
Kevin D. Walsh, Esq.
Adam M. Gordon, Esq.
Fair Share Housing Center
510 Park Blvd.
Cherry Hill, NJ 08002

Michael Allen, Esq.
Relman Dane and Colfax, PLLC
1225 19th St NW # 600
Washington, DC 20036

Respondent

State of New Jersey, Department of Community Affairs
c/o Richard Constable, Commissioner
101 S. Broad Street
PO Box 800
Trenton, NJ 08625-0800

Representative: Sanjay P. Ibrahim, Esq.
Parker Ibrahim & Berg

Subject Property

All property assisted by the award of Community Development Block Grant - Disaster Recovery funding under the Disaster Relief Appropriations Act of 2013 (Public Law 113-2) to fund recovery activities related to Superstorm Sandy.

II. INTRODUCTION

On April 3, 2013, Complainants Latino Action Network ("LAN"), and Fair Share Housing Center ("FSHC") filed a complaint with the U.S. Department of Housing and Urban Development (the "Department" or "HUD"), Office of Fair Housing and Equal Opportunity ("FHEO"), alleging that the State of New Jersey ("State") engaged in discriminatory housing practices with respect to the provision of services under Title VI of the Civil Rights Act of 1964 ("Title VI"), Title VIII of the Civil Rights Act of 1968, as amended (the federal Fair Housing Act) (the "Act"); Section 109 of Title I of the Housing and Community Development Act of 1974 ("Section 109") and failed to affirmatively further fair housing.

On April 23, 2013, the complaint was amended to add the New Jersey State Conference of the National Association for the Advancement of Colored People ("NAACP") as a Complainant and the New Jersey Department of Community Affairs ("DCA") as a Respondent. The State and DCA are collectively referred to as 'Respondents" or "Recipients." Collectively, the Complainants and Respondents are referred to herein as the "Parties."

The Recipients agree to enter into this Agreement in order to ensure compliance with their responsibilities under Title VI, Section 109 and the Act, and to affirmatively further fair housing.

The Parties understand that the Respondents deny any violation of law, and that this Agreement does not constitute an admission by the Respondents or evidence of a determination by the Department of any violation of Title VI, Section 109, the Act, or the obligation to affirmatively further fair housing.

The Parties agree that nothing contained in this Agreement shall be construed to be a finding or determination by the Department that the Recipients or any of their agents or employees intentionally engaged in unlawful practices. The Parties agree that nothing contained in this document shall be construed as an admission of liability by the Respondents or any of their agents or employees with respect to the Complainants' allegations.

The Department and the Respondents, having agreed to settle and resolve voluntarily all disputed issues hereby agree and consent to the terms of this Agreement.

III. DEFINITIONS

Action Plan: The DCA Community Development Block Grant Disaster Recovery Action Plan approved by HUD on April 29, 2013, and any subsequent amendment thereto.

Agreement: This Conciliation Agreement.

Complainants: Collectively, Latino Action Network, Fair Share Housing Center and the New Jersey Conference of the NAACP.

Complaint: The housing discrimination complaint filed by Complainants LAN and FSHC on April 3, 2013 and joined by NAACP on April 15, 2013.

DCA: The New Jersey Department of Community Affairs

DCA's Sandy Website: The URL located at http://www.state.nj.us/dca/divisions/sandyrecovery/, as well as the links provided from that webpage and any subsequent URL providing public information about Sandy Recovery programs..

Department or HUD: The United States Department of Housing and Urban Development

Federal Financial Assistance: This includes (1) grants, loans, and advances of federal funds, (2) the grant or donation of federal property and interests in property, (3) the detail of federal personnel, (4) the sale and lease of, and the permission to use federal property or any interest in such property without consideration or at nominal consideration, or at a consideration which is reduced for the purpose of assisting the Recipient, or in recognition of the public interest to be served by such sale or lease to the Recipient, and (5) any federal agreement, arrangement, or other contract which has one of its purposes the provision of assistance. The term "Federal financial assistance" does not include a contract of insurance or guaranty. 24 C.F.R. § 1.2(e).

FHEO: HUD's Office of Fair Housing and Equal Opportunity

Housing Recovery Centers or HRCs: The Housing Recovery Centers operated by DCA to provide information and assistance for applicants regarding CDBG-DR funded programs.

HMFA: The New Jersey Housing and Mortgage Finance Agency

Limited English Proficient (LEP) Persons: Individuals who do not speak English as their primary language and who have a limited ability to read, write, speak, or understand English because of their national origin.

Low- and Moderate-Income (LMI) Persons: Persons with an income as defined by 42 U.S.C. § 5302 (a) (20) (A), meaning, respectively, income that does not exceed 50% of area median income, and above 50% of area median income and that does not exceed 80% of area median income.

Language Assistance Plan (LAP): A written implementation plan that addresses identified needs of the LEP persons they serve. Recipients should have a process for continuously monitoring and updating the Plan.

Party: The Complainants and Recipients.

Recipient(s): The state of New Jersey and the New Jersey Department of Community Affairs, collectively.

Sandy, or Superstorm Sandy: The storm that made landfall in New Jersey on or about October 29, 2012.

Nine Most Impacted Counties: In the State of New Jersey the county jurisdictions of Atlantic, Bergen, Cape May, Essex, Hudson Middlesex, Monmouth, Ocean and Union.

State: The State of New Jersey and each department, agency or other subpart in the New Jersey State government, whether or not directly responsible for CDBG-DR funded activities related to Sandy recovery.

Subrecipient: For purposes of this agreement, the New Jersey Redevelopment Authority, the Housing and Mortgage Finance Agency, the New Jersey Economic Development Authority, and the Department of Environmental Protection. Nothing in this Agreement changes applicable regulatory or judicial interpretations of what constitutes a subrecipient.

Tranche: The anticipated sequential allocation of Sandy CDBG-DR funding referenced in the HUD Notice as 'Round[s]', 78 Fed. Reg. 14329 & 30, and in the Action Plan as 'tranche[s]', p. iii.

Vital Document: Any document that is critical for ensuring meaningful access to the Recipient's major activities and programs by beneficiaries generally and LEP persons specifically.

IV. GENERAL PROVISIONS

A. The term of this Agreement shall be until six months after the closeout by HUD of the grant(s) to New Jersey of all funds pursuant to Pub. L. 113-2. The effective date is the date on which the Agreement is signed by the representative of the Office of Fair Housing and Equal Opportunity on behalf of HUD.

B. This Agreement is binding upon all of the officers, trustees, directors, agents, employees, heirs, successors and assigns of the Recipients, when acting in their official capacities on behalf of the State or DCA and the Subrecipients.

C. This Agreement does not in any way limit or restricts the Department's authority to investigate any complaints against the Recipient pursuant to Title VI, Section 109, the Fair Housing Act, or any other statutory or regulatory authority within the Department's jurisdiction. This Agreement resolves all of the Department's outstanding concerns under these authorities to date.

D. No amendment to, modification of, or waiver of any provision of this Agreement shall be effective unless all of the following conditions are met: (a) all signatories to the Agreement are notified in advance of the proposed amendment, modification, or waiver; (b) the amendment, modification, or waiver is in writing; and (c) the amendment, modification, or waiver is approved and signed by an authorized representative of the Recipients and the FHEO Director for Region II, or his designee. Any such amendment, modification, or waiver shall be effective only in the specific instance and for the specific purpose for which given.

E. The Agreement does not increase or diminish the ability of any person or class of persons to exercise their rights under Title VI, Section 109, the Fair Housing Act, or any other federal, state, or local civil rights statute or authority. This Agreement does not create any private right of action for any person or class of persons not a party to this Agreement.

F. The Recipients acknowledge that they have an affirmative duty not to discriminate under the Act and that it is unlawful to retaliate against any person or entity because that person or entity has made a complaint, testified, assisted, or participated in any manner in a proceeding under the Act. The State will administer all Action Plan programs in a manner that provides fair housing choice to people of all backgrounds without discrimination.

G. The State will ensure that all construction, reconstruction and rehabilitation of damaged, assisted housing will be conducted in a manner that affirmatively furthers fair housing and is compliant with the Fair Housing Act and the Americans with Disabilities Act.

H. All of the provisions of this Agreement are applicable to actions taken by Recipients following the effective date of the Agreement, without regard to when the CDBG-DR funding was allocated, unless otherwise specified.

I. Within thirty (30) days of the effective date of this Agreement, Recipients shall inform all contractors, employees and the principals of Subrecipients, responsible for compliance with this Agreement, including any officers and board members, of the terms of this Agreement and shall provide each such person with a copy of this Agreement.

J. This Agreement will be a public document upon its effective date. A copy of this Agreement shall be made available to any person for his/her review.

K. For the purposes of this Agreement, "days" refers to calendar days. If the reporting day falls on a weekend or a federal holiday, the report will be due the first business day after the weekend or holiday.

L. This Agreement does not supersede, or in any manner change the rights, obligations and responsibilities of the Parties under any and all court orders, or settlements of other controversies involving compliance with federal or state civil rights statutes.

M. This Agreement does not affect any requirements for the Recipient to comply with all requirements of the Act, Title VI or Section 109 not addressed in this Agreement.

N. The Recipients shall designate appropriate personnel to coordinate compliance with this Agreement and communicate with the Department about the Agreement upon request at a mutually convenient time.

O. The Parties agree that the execution of this Agreement may be accomplished by separate execution of consents to this Agreement, and that the original executed signature pages attached to the body of the Agreement constitute one document.

P. The Parties further agree that if the Department, Complainants or Respondents discover any typographical errors after the execution of this Agreement, the Department is authorized to correct such errors without the consent of the Parties.

Q. The Department shall accept as true and official execution of this Agreement, a scanned or faxed copy of the executed signature page(s) contained in Section X. of this Agreement.

R. Complainants' signatory hereby acknowledges legal and binding authority to hereby execute this agreement on behalf of all named Complainants in this matter.

S. Respondents' signatory hereby acknowledges legal and binding authority to hereby execute this agreement on behalf of all named Respondents in this matter.

T. For purposes of this Agreement, the required reports and documentation of compliance must be submitted simultaneously to:

Jay Golden, Regional II Director
Office of Fair Housing and Equal Opportunity
U. S. Department of Housing and Urban Development
26 Federal Plaza, Room 3532
New York, NY 10278
Jay.Golden@hud.gov

Wanda S. Nieves, Newark FHEO Center Director
Office of Fair Housing and Equal Opportunity
U. S. Department of Housing and Urban Development
One Newark Center, 13th Floor
Newark, NJ 07102
Wanda.S.Nieves@hud.gov

IV. RELIEF IN THE PUBLIC INTEREST

A. Fund for Restoration of Multi-Family Housing (FRM)

1. Recipients will allocate an additional $215,000,000.00 for the Fund for Restoration of Multi-Family Housing in addition to the $379,520,000.00 previously allocated to FRM.

2. Recipients, recognizing the significant need to support the replacement and development of multifamily housing to serve renters displaced by Superstorm Sandy, may reallocate additional funds that are not utilized or needed in any other program from CDBG-DR funding to FRM, subject to approvals required by HUD, from other programs in the approved Action Plan, in any future amendment to the Action Plan relating to the use of CDBG-DR funds , but will not reallocate funds from other programs that have been identified as serving the needs of renters, namely those programs identified as "Renter Housing and Rental Programs" in Exhibit B-1 to the March 25, 2014 Action Plan.

3. Recipients shall allocate FRM funds for all three rounds by county in accordance with percentages that are generally proportionate to the amount of damage experienced in each of the nine impacted counties. This calculation shall include funds that have already been allocated and funds to be allocated. The State agrees to set aside the following minimum percentages of the total amount allocated for FRM from all CDBG-DR funds, including but not limited to all funds allocated in the first and second tranche CDBG_DR Action Plan and any funds allocated from future federal funds and/or unexpended funds allocated from other programs pursuant to this agreement: Monmouth and Ocean Counties, 52 percent, Atlantic County, 20 percent. The State shall also give preference to the most impacted communities within each county using a prioritization list such as that proposed by NJ HMFA in May 2014 or a substantially similar list based on the degree of major and severe damage to renters.

4. Recipients shall set aside at least 60 percent of the total amount allocated for FRM from all CDBG-DR funds for developments outside Targeted Urban Municipalities (TUMs), which shall be defined for this Agreement pursuant to the definition in the rule adopted by the New Jersey Housing and Mortgage Finance Agency at 45 N.J.R. 1511(a), and the remainder shall be allocated to developments inside TUMs.

5. Of the total FRM funds a minimum of 60 percent of the total amount allocated for FRM from all CDBG-DR funds both outside TUMs and overall shall be dedicated to units that are open to families with children without preference or restriction other than described in this Agreement and affirmatively marketed to those people and groups "least likely to apply" as required by the New Jersey Qualified Allocation Plan as adopted at 45 N.J.R. 1511(a). State Uniform Housing Affordability Control, N.J.A.C. 5:80, requirements on bedroom distribution shall control.

6. The set-aside process for most impacted counties, TUMs, and families with children described above shall be implemented as follows. The State shall provide an initial application period of at least seventy-five (75) days after the effective date of guidelines adopted by NJ HMFA incorporating this set-aside process, which application process shall only require the documents referenced in Section 1 of the FRM Document Checklist proposed by NJ HMFA in May 2014, excluding the Resolution of Need, which to the degree required by state statute may be required by the time of final commitment of funds. The State shall then provide a list of the initial applications received including a listing by county, TUM/non-TUM, and families with children/other. Final applications, including the documents referenced in Section 2 of the FRM Document Checklist (exclusive of, Treatment Works Approval, CAFRA approvals, and Pinelands approvals which shall be closing requirements and not application criteria), shall be due no earlier than October 30, 2014. In the event there are not enough eligible applications from the most underserved counties and/or outside of TUMs and/or serving families with children to result in these allocations as of the October 30, 2014 deadline, Recipients agree to reserve sufficient funds required to meet those targets in subsequent rounds. In scheduling any future rounds, HMFA shall report to the public the allocation of funding designated to each underserved county, inside/outside of TUMs, and serving families with children in order to meet the funding targets. HMFA will schedule any subsequent rounds giving applicants sufficient time to prepare development plans. If, after two subsequent funding rounds, the targets have not been met, the HMFA may allocate the funds as required to generally meet the needs of low and moderate income households.

7. Recipients shall require that at least 50 percent of the units of each bedroom size in each FRM development approved by HMFA after the effective date of this Agreement shall be affordable to households at or below 50 percent of Area Median Income, including that at least 10 percent of units of each bedroom size shall be affordable to households at or below 30 percent of Area Median Income. Up to 15 percent of housing funded in TUMs may be made available to households between 60%-120% of area median income, thus providing income diversification.

8. Unless a specific action is required by federal statute or regulation, municipal support or funding for a development shall not be a point factor in any funding decisions for FRM funding provided that to the degree a resolution of need is required by state statute, Recipients may require such resolution by the time of final commitment of funds.

9. Recipients will require the greater of 15-year affordability or the length of affordability and/or extended use period required by any non-FRM source of

funding used in the project by deed restriction on all new affordable rental housing approved by the HMFA Board for funding via the Section 4.2.1, Fund for Restoration of Multi-Family Housing after the effective date of this Agreement. Nothing in this Agreement shall be interpreted to require that the deed restriction provided to enforce the length of affordability shall require monitoring by the CDBG-DR program for any period longer than required by federal statute or regulation; monitoring pursuant to other established federal and/or state programs shall be acceptable.

10. To minimize relocation and enable return of residents to their pre-storm communities, Recipients will require, as a contractual condition of all loans or grants for developers and operators of rental housing assisted under the Action Plan, including both FRM and any other rental housing funds for which a final commitment of funds is made after the effective date of this agreement, that such units will be made available for the first 90 days to LMI applicants who were displaced by and/or experienced major or severe damage from Superstorm Sandy based on either FEMA registration or alternative proof of damage, impact or displacement, as to be further set forth in a policy to be adopted by the HMFA.

11. Unless required by federal statute or regulation, no household occupying, or which hereafter occupies, an affordable unit approved by HMFA for funding through FRM after the effective date of this Agreement shall be evicted solely because the household income rises above the initial income eligibility ceiling.

12. Within sixty (60) days of the effective date of this agreement, the New Jersey Housing and Mortgage Finance Agency shall adopt modifications to its FRM Program Guidelines consistent with this Agreement.

B. Fund for Restoration of Multifamily Housing (FRM) – Public and Assisted Housing and Sandy Special Needs Housing Fund (SSNHF)

1. The $30,000,000 in FRM-Public Housing funds in the first and second tranche Action Plans and the $60,000,000 in SSNHF funds referenced in this agreement shall be considered as separate from the FRM funds and not subject to the requirements outlined above in section IV(A) of this Agreement; all other FRM funds shall be subject to the requirements outlined above in section IV(A).

2. No later than 45 days after the effective date of this Agreement, Recipients will consult with all Public Housing Authorities (PHAs) in the State, and assisted housing owners and operators to detail the damage to these homes by Superstorm Sandy, and prepare, submit to HUD and post on the DCA's Sandy Website, a detailed description of the type and degree of damage from Sandy to PHA-owned and operated and assisted housing, by development and building, including a comprehensive cost estimate for remaining repairs, and describe the remaining unmet needs to recover from Superstorm Sandy so that reasonable mitigation measures can be undertaken. As

part of this analysis, the State shall indicate which public or assisted housing still have units damaged by Sandy that remain uninhabitable as of the time of the analysis, and prioritize funding to address unmet needs to rehabilitate or reconstruct those units without loss of number of units or number of bedrooms per unit in the municipality in which those units existed before Sandy.

3. No returning resident duly qualified for public or assisted housing prior to Sandy will be subject to any recertification requirement except continuing household income qualification if required by other applicable federal regulations and assignment to unit with the number of bedrooms if required by the applicable regulations. No household will be denied the right to return hereunder because of a change in household members if the head of household or a majority of members of the pre-Sandy household apply to return but may be required to occupy a unit with the number of bedrooms required by the applicable regulations.

4. Notwithstanding any agreement in any other matter, Recipients shall allocate at least an additional $10,000,000 for SSNHF which shall result in total SSNHF funding from CDBG-DR funds of no less than $60,000,000.

5. DCA will apply for a waiver necessary to allow CDBG-DR funds to be layered with other federal funding sources such as HOME to produce supportive housing and/or other affordable rental housing.

C. Tenant Based Rental Assistance

1. CDBG-DR tenant-based rental assistance is restricted to three months unless specified by a waiver authorized by HUD. A waiver request is pending with HUD to allow the assistance for a maximum of 24 months. Provided HUD approves any and all necessary waivers, Recipients will continue to develop a Tenant-Based Rental Assistance Program and apply to HUD for any waivers necessary to implement the program.

2. Recipients shall allocate at least an additional $15,000,000 for tenant-based rental assistance. Such funds shall supplement, and not supplant, the $17,000,000 proposed by the State to be reallocated from the Landlord Incentive Program to tenant-based rental assistance.

3. These funds shall be allocated as follows:

   a. There will be a preference for households at or below 30% of area median income;

b. At least 75% of the additional $15,000,000 in rental assistance must be used for families at or below 30% of area median income;

c. Recipients agree to provide vouchers of up to 130% of fair market rent to enable recipients to move to municipalities and neighborhoods that have few vouchers, subject to any necessary approvals by HUD.

d. DCA will establish policies and procedures for operation of this program, will post the policies and procedures on DCA;s Sandy Website before initiating the program; the state will, within 120 days after adoption hold training for, all SHRAP provider organizations and other interested community-based organizations. DCA will also include outreach and counseling for these vouchers as part of the contract required in Section VI. F.

4. To the greatest extent feasible, households wishing to return to their pre-Sandy community with this assistance shall be supported and funded to do so.

5. These funds may, subject to approvals required by HUD, be reallocated from other CDBG-DR programs, provided that no such funds shall be reallocated from other programs that have been identified as serving the needs of renters, namely those programs identified as "Renter Housing and Rental Programs" in Exhibit B-1 to the March 25, 2014 Action Plan. These funds may also, subject to approvals required by HUD, be allocated from additional CDBG-DR funding that may become otherwise available.

6. Recipients agree to apply for any available HUD funding to support additional rental vouchers to meet the housing needs of New Jersey renters.

D. Review of RREM Applicants Determined to be Ineligible and Status for Wait Listed Applicants

1. DCA shall, within one hundred and fifty (150) days of execution of this Agreement, complete a review of all applicants initially found ineligible for the RREM program who have not filed an appeal, using the same review process already in place for people who have filed an appeal. DCA has completed its review of all persons who filed an appeal. DCA shall provide all applicants initially found to be ineligible with a determination of whether upon review they are eligible or not, any documents that DCA still needs to fully process their application, a mechanism by which applicants can get information on the status of their

application, and an explanation of the determination, the right to appeal a final decision to the Office of Administrative Law, and the information customarily required in a New Jersey court filing pursuant to N.J. Rules of Court 4:4-2 regarding the ability to find an attorney through the Lawyer Referral Service or Legal Services of New Jersey, which information shall be provided consistent with the LEP requirements in this Agreement.

2. For any applicant deemed to be eligible in the above-described review, the applicant shall be placed in the order of priority that the applicant would have been in had the application initially been accepted, and funded according to that priority. Recipients shall ensure sufficient funds remain in the RREM program to effectuate this priority.

3. Within thirty (30) days of the completion of the review required pursuant to this subsection, DCA shall provide to FHEO an updated version of the information required to be provided with respect to the RREM program pursuant to this Agreement and an analysis of the application approval rate for RREM by race, ethnicity and income. DCA shall as part of that report provide an assessment of any further adjustments necessary to reduce or eliminate disparities.

4. DCA shall develop and implement a system through which all RREM applicants can receive the most current information on their application's status by telephone, consistent with the LEP requirements in this Agreement.

E. LMI Homeowners Rebuilding Program

1. DCA shall administer a new program serving homeowners who were not served by the prior RREM program, limited to the LMI populations, particularly those who are LEP, of the nine impacted counties. DCA has committed $40 million for this program; a minimum of $10 million of the funds committed to this program shall be initially reserved for owners of manufactured housing whose homes were damaged, subject to HUD's approval if necessary. DCA agrees to make available to the public, including on DCA's Sandy Website, the eligibility criteria for the program, including the manufactured housing component, at or before the time that the program opens to applicants.

2. Funding for the new program not needed for the manufactured housing plan described above shall be distributed to homeowners not previously served by RREM with major or severe damage. The application process shall be in all aspects implemented in concert with the housing counseling and outreach and LEP requirements in this Agreement, and shall be open to the nine previously identified most impacted counties. DCA will accept alternative proof of substantial damage for applicants who are unable to or cannot get a substantial damage letter in this program, using

the same provisions provided for RREM in the LEP section of this agreement.

3. Any funds remaining from implementation of this program or from other allocations to the RREM program may be reallocated to the FRM program and DCA may provide that such reallocation will happen as part of its CDBG-DR third tranche action plan so that no further approvals will be needed for such reallocation to take place.

F. Housing Counseling and Outreach

1. Recipients shall implement outreach and housing counseling services to LMI homeowners and renters as follows:

a. DCA has identified organizations and community partners who will conduct additional robust outreach for the FRM and LMI Homeowners Rebuilding programs in the nine most impacted counties. DCA will fund those outreach efforts with funds totaling $2 million beginning in July 2014. As part of these efforts, DCA shall provide outreach to LEP communities in each of the nine impacted counties by contracting or subcontracting with community-based organizations with experience working with racial or ethnic minority communities and low and moderate income people in that county in areas most heavily impacted by Sandy, including LEP communities, and the majority of the outreach funding shall be provided to organizations with such experience.

b. DCA will convene, within 10 days from the date of execution of this agreement, a meeting of a working group to discuss community outreach planning. The Complainant organizations will be invited to this meeting.

c. DCA will provide housing counseling services through its existing network of HUD-certified housing counseling agencies and, if needed, may issue a separate RFP for such services in the nine previously identified most impacted counties. A proposal may include one or more counties. These housing counseling agencies will provide comprehensive counseling services for both homeowners and renters in order to identify all available homeowner and renter programs and other available resources and to assist with both the application and processing once approved, all in one-stop locations in all nine previously identified most impacted counties. Housing counseling shall be provided in facilities located in lower-income communities impacted by Superstorm Sandy. The counseling shall include financial literacy training, fair housing counseling including mobility counseling and fair housing rights, and any assistance needed to residents of public and assisted housing that are required to be relocated. Counseling agencies shall be required to demonstrate

their ability to collect and report agency and client-level data including client intake, file maintenance, financial and credit analysis, outreach, client notification, and reporting pursuant to 24 CFR 214.103 (f), and meet any additional requirements to interface with state and federal reporting on CDBG-DR funds including but not limited to collecting and reporting the information required pursuant to the Recordkeeping and Reporting provisions of this Agreement.

d. LEP services: All outreach and housing counseling services provided pursuant to this section shall be performed in accordance with the State's LAP. The specific references to LEP communities above shall not be construed as limitations on the full compliance of all such services with the LAP.

e. Recipients agree to provide a minimum of $2 million per year for housing counseling services until and including the year when the HUD closeout for the CDBG-DR funding occurs, with the final year to be prorated depending on when the closeout occurs and if CDBG-DR funds are available.

G. Access to All CDBG-DR Funded Programs for LMI and LEP Persons who are Potentially Eligible for the Programs

1. Pursuant to the non-discrimination requirements of Title VI at 24 C.F.R. § 1.4, the Recipients are required to take reasonable steps to provide meaningful access to federally funded programs for LEP persons. To comply with their Title VI LEP obligations, the Recipients agree to take the following actions.

a. Completion of Four Factor Analysis. Within 60 days of execution of this Agreement, DCA shall provide a complete Four-Factor Analysis for the nine most affected counties as referenced in the HUD LEP Guidance and shall submit a copy to FHEO. This shall include determining the following:

i. Number or proportion of LEP persons eligible to be served or likely to be encountered by the program, supported by census data or other relevant data, including language for LEP populations of 5% or 1,000 persons in each of the nine most affected counties, considering all languages in the following chart:

Major Foreign Languages Spoken in Nine Most Affected Counties

Sandy-Affected County	Top Non-English Languages Spoken	Estimated LEP Population
Atlantic County	Spanish Vietnamese Chinese	15,800 2,000 2,000
Bergen County	Spanish Korean Polish	41,300 26,200 8,300
Cape May County	Spanish	2,300
Essex County	Spanish Portuguese French Creole	59,600 15,300 8,500
Hudson County	Spanish Arabic Tagalog	105,400 5,000 4,700
Middlesex County	Spanish Chinese Gujarati	53,800 11,700 10,500
Monmouth County	Spanish Portuguese Chinese	21,300 4,000 3,900
Ocean County	Spanish Italian Polish	13,400 1,400 1,000
Union County	Spanish Portuguese French Creole	70,400 9,100 5,000
Total	11 LEP Populations	

ii. Frequency with which LEP persons come into contact with each program funded by CDBG-DR;

iii. Nature and importance of the program, action or service; and

iv. The resources available to execute the program and the costs of providing LEP services.

b. Posting of Four-Factor Analysis. Within ninety (90) days of execution of this Agreement, DCA shall post a complete Four-Factor Analysis completed in accordance with Paragraph 1 above, on DCA's website under the "Sandy Recovery Division" link.

c. New CDBG-DR LAP. Within ninety (90) days of execution of this Agreement, DCA shall develop a revised LAP for

Sandy Recovery to address the needs identified in the Four-Factor Analysis conducted pursuant to Paragraph 1 above, and submit it to FHEO for review and approval. If FHEO does not reject the LAP within ten (10) days, the LAP shall be considered to be approved. This revised LAP shall include at a minimum:

i. Procedures DCA will use to identify LEP persons with whom they have contact, the size of the LEP populations in each of the Sandy-impacted counties that comprise 5% or 1,000 of the total population for each such county, and the languages of each LEP population;

ii. Points and types of contacts the Recipients may have with LEP persons;

iii. Ways in which language assistance will be provided, including the names and contact information for any individuals or contractors which will provide such services, including language interpretation line assistance services, use of "I Speak" cards, translation of outreach and education materials, translations for applications, correspondence with applicants or potential applicants, approval and denial letters, requests for additional information, appeal information, press releases and public notices,

d. All correspondence from DCA related to CDBG-DR programs sent to individuals shall include a provision indicating that free language interpretation services are available by contacting a toll free telephone number available to serve LEP persons in the appropriate language.

2. Develop a LEP Outreach/Marketing Plan. Within ninety (90) days from the execution of this Agreement, DCA will develop and provide to HUD and to the Complainants for review and feedback comprehensive plan for outreach to the various LEP communities and LMI communities in each of the Sandy-Affected Counties. The plan shall consider the LAP provisions as well as DCA's Citizen Participation Plan. The LEP outreach shall include public service announcements, print advertisements, press releases, billboard/bus advertising, social media contacts, and other media methods, in various languages, about the CDBG-DR programs and services available as provided for in this Agreement. FHEO and the Complainants shall provide comments regarding the plan within 10 days from the date that they receive the plan. The Recipients agree to include the reasonable recommendations from HUD and the

Complainants. The outreach to community-based groups that work with LEP, LMI and minority communities described in this section shall be coordinated with and in addition to the outreach efforts required by Section IV. F. of this agreement.

3. Develop a Training Plan. Within sixty (60) days from the execution of this Agreement, DCA will develop and provide to HUD a Training Plan that describes training, responsible entities and time frames for completion of training for DCA staff members with public contact, as well as employees or contractors funded from CDBG-DR funds, in LEP Guidance and the LAP, including provisions for training of staff who are responsible for monitoring Subrecipients.

4. Designate a LAP Coordinator. Within sixty (60) days from the execution of this Agreement, DCA will hire or identify a LAP coordinator who shall be identified in the body of the LAP, including such person's name, email address, phone number and address, and provide public notice on DCA's Sandy Website of contact information for the LAP Coordinator in appropriate languages;

5. Develop a Language Bank. Within sixty (60) days from the execution of this Agreement, DCA shall identify staff and contractors who are fluent in various languages, their contact names, telephone numbers and/or email addresses, and their hours of availability. If a Language Bank list already exists, DCA shall submit it to HUD within 10 days of execution of this Agreement. DCA shall use this list to support the provision of translation services in locations that have contact with the public.

6. Provide a List of Vital Documents to be Translated. Within twenty (20) days of HUD's approval of the LAP, DCA shall provide a list of vital documents that will be translated and the timetable for translations, for each Sandy-related program, including:

   a. Reconstruction, Rehabilitation, Elevation and Mitigation (RREM) Program

   b. Landlord Incentive Program

   c. Landlord Rental Repair Program

   d. Special Needs Housing Program

   e. Large Multifamily Program

   f. Neighborhood Enhancement Program

   g. Redevelopment Fund for Affordable Rental Housing Program

h. Blue Acres Program

i. Sandy Voucher Program

j. Any other CDBG-DR programs.

7. Provide Language Access Services.

a. DCA will continue to post in every Housing Recovery Center copies of the "I Speak" cards.

b. DCA will provide in all HRCs in-person translators, and shall hire at least one housing counselor at each HRC who is bi-lingual in Spanish and English and in Essex County also shall hire at least one housing counselor who is bi-lingual in Portuguese and English. DCA will also continue to provide access to language lines in all HRCs as appropriate based on the languages and counties identified above; with regard to all appellate processes; and with regard to all in-person meetings involving contractors and subcontractors.

8. LAP Training. Within forty five (45) days of the execution of this agreement, DCA will conduct an LEP awareness and current protocol training, which may be conducted by teleconference, for all Sandy Recovery staff having contact with the public. Within one hundred and twenty (120) days of execution of this Agreement, DCA shall complete its training of all Sandy Recovery staff, on the LAP and LEP issues, including procedures for accessing language translations services. Training shall be conducted by a trainer with knowledge of the LAP and LEP requirements, and not merely through the use of a self-training module. Recipients shall provide evidence of the completion of the training, including a list of staff in attendance, to HUD.

9. Subrecipient LAPs. Within ninety (90) days of execution of this Agreement DCA shall:

a. Provide the LAPs for DCA and Subrecipients.

b. Pursuant to 24 CFR § 570.492, DCA will monitor whether its sub-recipients have taken reasonable steps to provide meaningful access for LEP persons to the sub-recipients' federally funded programs in accordance with Title VI and 24 C.F.R. § 1.4.

c. Notice to Subrecipients. Within one hundred twenty (120) days of the Department's approval of Recipient's LAP, DCAshall

provide written notice, including guidance and technical assistance, to all of the Subrecipients in DCA's CDBG-DR program regarding their obligations to provide appropriate LEP services ensuring access to federally funded programs in compliance with Title VI. DCAshall provide a copy of this written notice to HUD at least ten (10) days prior to disseminating the notice to Subrecipients. This notice shall:

i. Inform Subrecipients that they must take reasonable steps to provide meaningful access to eligible LEP persons to comply with Title VI requirements and provide a link to the HUD LEP Guidance and other technical assistance resources.

ii. Recommend that Subrecipients follow the HUD LEP Guidance and conduct a Four-Factor Analysis to determine the need for LEP services in their program;

iii. Recommend that Subrecipients complete a LAP, if necessary, based on the Four-Factor Analysis; and

iv. Require Subrecipients to maintain records regarding their efforts to comply with Title VI LEP obligations, including documents related to the Four-Factor Analysis, the LAP, and LEP services provided to eligible persons. Such records shall be available for monitoring reviews of Subrecipients conducted pursuant to 24 C.F.R. § 570.492. See 24 C.F.R. § 570.490(b).

v. Recipients affirm that all LEP services or actions contained in the LAP will apply to any program administered by DCA or Subrecipients servicing individuals that are funded by CDBG-DR funds, including for renters applying for assistance, etc.

vi. Monitoring of Subrecipients. DCA shall monitor Subrecipients for compliance with Title VI LEP obligations when it conducts regular compliance monitoring of Subrecipients as required by HUD regulations. See 24 C.F.R. § 570.492. DCA shall maintain appropriate monitoring records to facilitate HUD reviews. See 24 C.F.R. § 570.490; 24 C.F.R. § 570.493.

10. Database Update. Within forty five (45) days of execution of this Agreement, DCA shall ensure that its database systems are updated to include a field that can be populated for "LEP/language assistance" and the language needed (if any) for data collected about applicants

for assistance or other participants including small business owners. In this way, it can begin to collect needed data about the LEP population it serves and the specific language needs of its participants and applicants.

11. Waitlist Review. Within sixty (60) days of execution of this Agreement, DCA shall send a letter to each individual who has been accepted or wait-listed for the RREM program in English and Spanish and including a reference to a toll free telephone number which provides information in all of the major languages identified above to determine if any such individuals require LEP assistance; if so, DCA shall ensure that the individual's file identifies such individual as "LEP" and the type of language assistance needed DCA shall also include such a letter as part of informing all applicants who were initially rejected of the results of the review of their applications. When contacting each individual who has been accepted, wait-listed, or had their application's denial reviewed, DCA shall also inform the individual that free language assistance is available for persons who need such assistance, and the information is being collected in order to better assist them. The initial written communication shall be sent in both English and Spanish. The Department shall be provided with the results of this effort within ninety (90) days of the execution of this Agreement.

12. Robust LEP Outreach. Within sixty (60) days of execution of this Agreement and after completion of the actions described above, DCA shall initiate its LEP outreach plan consistent with that contained in its LAP and in partnership with the outreach and counseling organizations selected pursuant to Section VI H. This outreach shall, in addition to providing information on all available CDBG-DR programs for both renters and homeowners, inform the LEP community that DCA will open a new LMI Homeowners Rebuilding program. The information provided shall include an indication that bilingual staff and interpretation services are available on DCA's Sandy Website, by phone or in person at any site serving the public, without charge.

13. State and DCA Sandy-Related Press Releases, etc. Within forty five (45) days of the execution of this Agreement, the State and DCA shall ensure that all official press releases and other written announcements that are issued pertaining to Sandy-related activity that is funded by CDBG-DR monies and issued by DCA or other State agency, be posted and provided in English and Spanish.

14. DCA Website. Within one hundred twenty (120) days of the execution of this Agreement, DCA shall ensure that DCA's Sandy Website is properly modified to reflect that all provisions are

compliant and shall consult with FHEO staff to address each individual concern to FHEO's satisfaction.

15. Access to LEP Population for Units Produced with Federal Funding. For every unit of housing that is initially rented or made available for sale on or after the effective date of this Agreement and which receives or has received CDBG-DR funds, the availability of the unit shall be listed, with basic characteristics such as bedroom size, location, and rent on a single statewide web site fully compliant with the LAP prior to the rental or sale of that unit with information on how to rent or purchase that unit and a statement that such unit is subject to the provisions of the Fair Housing Act and has a priority for occupancy by people impacted by Superstorm Sandy.

16. Proof of Substantial Damage. DCA shall accept alternative evidence of substantial damage as approved by HUD in Substantial Amendment No. #8 to the State's Action Plan. For RREM, if necessary to meet LMI targets, DCA shall provide funding in accordance with the level of damage to LMI households with damage of less than 50 percent of home value.

17. LAP Appeal Process. The LAP will be amended to include an appeals process for application denials, and the availability of either a Hearing Office who speaks the language of the LEP individual, or the provision of translation services in that LEP individual's language. The public and advocacy groups will be notified that language assistance is available for appeals if an LEP individual is rejected from applying for any disaster recovery program. Further, this information must be posted in all Housing Recovery Centers in a location that is visible to the public.

18. DCA will ensure that it complies with LEP requirements, including providing publicly available eligibility criteria and application information in appropriate languages, translation of vital documents, providing information on websites, and communicating with individuals in appropriate languages, and that these resources are available to applicants before it markets to the public or accepts applications for the programs described in Sections IV. D. and E. of this Agreement. Starting sixty (60) days after the execution of this agreement, DCA will also ensure that all FRM-funded housing is marketed in a manner that complies with the LEP requirements set forth in this Agreement.

V. SECTION 3 COMPLIANCE

A. Specific Provisions for Section 3 Compliance

1. Section 3 Oversight and Administration

a. Unless compliance with applicable federal or state procurement statutes and regulations require a longer time period, within sixty (60) days of the effective date of this Agreement, the State shall complete selection of a firm responsible for ensuring compliance with Section 3 of the Housing and Community Development Act for its CDBG-DR funded activities.

b. Within ninety (90) days of the effective date of this agreement, DCA shall hire or appoint a full time Section 3 coordinator for its CDBG-DR activities and notify FHEO of the name and contact information for its selection.

c. DCA shall notify the Department in writing within 10 days after removing or replacing its Section 3 Coordinator(s).

d. DCA shall take all appropriate measures to ensure that the person so hired or appointed will have the proper authorization and powers to ensure compliance with this Agreement and Section 3.

2. Section 3 Plan

a. DCA shall develop and provide to HUD a Section 3 Plan for its CDBG-DR activities within ninety (90) days of the execution of this Agreement. HUD will complete its review of the plans within thirty (30) days of the plan being provided to HUD. The State shall adopt a final version of a Section 3 plan within one hundred fifty (150) days of the effective date of this Agreement. In addition, within one hundred twenty (120) days of the execution of this Agreement, DCA shall develop and provide to HUD a Section 3 Implementation Guide to facilitate consistent compliance with Section 3 in all aspects of the State's CDBG-DR activities. All final documents should clearly assert that Section 3 compliance is required by law, and describe specific penalties that may be imposed upon Subrecipients, contractors, and subcontractors for noncompliance. Section 3 Plans and Implementation Guides shall be posted on DCA's Sandy Website at each of the deadlines in this paragraph so they are accessible to prospective sub recipients, contractors, Section 3 residents and Section 3 businesses.

b. No changes may be made to these Section 3 plans without the written consent of HUD.

3. Annual Reports. DCA shall timely submit Section 3 summary reports for all covered activities undertaken by the State, its Subrecipients, developers, contractors and subcontractors in accordance with the Section 3 annual reporting requirements at 24 CFR. § 135.90.

4. Outreach and Training Efforts:

a. Within forty-five (45) days of the effective date of this Agreement, DCA must convene an internal information session and review the provisions of this Agreement with its key managers and staff.

b. Within one hundred fifty (150) days of the effective date of this Agreement, DCA shall develop and provide to HUD Section 3 training and outreach materials for staff, Section 3 businesses and Section 3 covered persons that describe the requirements of this Agreement, the Section 3 regulations and the State's Section 3 Implementation Plan. During the course of this Agreement, DCA must receive approval from HUD to use any new or modified Section 3 materials for its training/outreach efforts.

c. Within thirty (30) days of HUD's approval, DCA shall initiate outreach and education efforts to Section 3 businesses and Section 3 covered individuals, especially targeting business communities and potential Section 3 businesses in a manner consistent with the Section 3 Plan. It should coordinate its outreach efforts with local chambers of commerce and other organizations and agencies that engage in business growth activities. DCA shall include in its monitoring reports a schedule of events and activities under this section.

d. HUD may, at its discretion, direct Recipients to increase their outreach efforts or direct them to focus their outreach efforts to particular groups, organizations or a subset of Section 3 residents or Section 3 businesses. Outreach efforts for all Section 3 activities should include, but are not limited to, posting notices on its website, posting notices in the common areas or other prominent areas of its housing developments, advertising through local media, such as community television networks, newspapers of general circulation, minority owned newspapers, local business trade magazines/flyers, radio advertising, and internet media outlets (ex. Face book, Twitter, etc.).

e. DCA agrees to utilize the Section 3 Business Registry program provided by HUD and to encourage Section 3 individuals and businesses to sign up for the Business Registry.

B. Section 3 Monitoring and Enforcement by DCA

1. DCA shall establish an active Section 3 enforcement and monitoring process applicable to itself and to its Subrecipients and assign or designate appropriate personnel to do so, consistent with the terms of this Agreement. The enforcement and monitoring process must provide a methodology capable of monitoring the State's internal compliance with Section 3 and this Agreement, and monitoring contractors, subcontractors and private property management companies' compliance with Section 3. DCA shall refrain from knowingly entering into contracts with any contractor currently in violation of Section 3 pursuant to 24 CFR § 135.32(d).

VI. FAIR HOUSING TRAINING

A. DCA will train their employees and contractor representatives (and those of their sub-recipients) who are responsible for the implementation of recovery programs on the requirements of the Affirmatively Furthering Fair Housing regulations and on civil rights compliance.

B. The State will, within ninety (90) days of HUD's approval of this Agreement, require its employees, contractor representatives and agents and those of Subrecipients, charged with implementation of recovery programs, to participate in training on Affirmatively Furthering Fair Housing and on civil rights compliance, provided by HUD or by some entity approved by HUD using a curriculum approved by HUD. The training will be recorded in video format and all Subrecipients' principals shall certify that they have viewed the training prior to and as a condition of all contracts.

C. The Respondent shall forward to HUD objective evidence of the successful completion of training required by this Agreement in the form of a Certificate or a letter from the entity conducting the training, together with a list of participants, within five (5) days of the completion of the training, as evidence of compliance.

VII. PREPARE A 2015 ANALYSIS OF IMPEDIMENTS

A. The State agrees by January 15, 2015 to prepare its 2015 Analysis of Impediments to Fair Housing Choice (AI) including identifying post-storm impediments to fair housing in the storm affected counties as required by HUD's March 2013 Notice, and to submit the AI to HUD for review and approval.

B. HUD agrees to provide technical assistance to the State regarding its preparation of the 2015 Analysis of Impediments and the State agrees to request technical assistance when preparing the AI.

VIII. REPORTING AND RECORDKEEPING

A. Quarterly reporting. DCA will provide to FHEO and Complainants a quarterly report with the following information to track compliance with this Agreement:

1. The first Report will be due August 1, 2014. Thereafter, Reports will be due quarterly for the duration of the Agreement.

2. An updated list of each applicant to RREM and the LMI Homeowners Program that provides the application ID, application status (i.e. approved, wait listed, rejected, still processing, in appeal), LMI status, LEP status, race, ethnicity, zip code, municipality, and county without personally identifying information.

3. The most current list of all units and projects funded through FRM, FRM-PHA, SSNHF, and all other programs in Section 4.2 of the Action Plan, including street address, municipal location, family/senior/supportive status, and income levels served. The State will also post this information on DCA's Sandy Website.

B. Quarterly Reporting on LEP. DCA will submit to FHEO and Complainants an Implementation Report ("Report") on a quarterly basis that quantifies all requests for LEP services, LEP services that have been provided, and also identifies all actions taken to implement the Agreement.

1. The first Report will be due August 1, 2014. Thereafter, Reports will be due quarterly for the duration of the Agreement.

2. Each Report shall contain a summary and a numerical count of all requests for LEP services and all LEP services that have been provided by DCA.

3. Each Report shall contain a narrative regarding DCA's monitoring of sub-recipients' LAPs and LEP compliance and provide an overview of DCA's findings.

4. In the Reports due August 1 of each year for the remainder of the Agreement, DCA will submit an updated LAP to HUD for approval. If DCA has not updated the LAP, the Report shall contain an explanation of why DCA's current LAP is effective and sufficient and does not require updating.

C. Quarterly Reporting. DCA will provide to FHEO and Complainants and concurrently post on DCA's Sandy Website a quarterly report with the following information to track compliance with this Agreement:

1. The first Report will be due August 1, 2014. Thereafter, Reports will be due quarterly for the duration of the Agreement.

2. DCA will report cumulative numbers on of households served by FRM, FRM-PHA and SSNHF including household income as a percentage of area median family income as defined by HUD, the race and ethnicity of the head of the household if available, the household's LEP status, zip code, Census tract, municipality, and county.

3. DCA will provide updated lists of all projects funded through all infrastructure, small business, economic development, and other programs with municipal location and LMI benefit, and the methodology used to determine that LMI benefit.

4. DCA will provide total LMI benefit of all projects funded to date.

D. Simultaneous with its quarterly submission to HUD, DCA will post reports on its Sandy Website containing all data reported in the HUD Disaster Recovery Grant Reporting System (DRGR) with respect to Superstorm Sandy.

E. Recipients will cooperate with all requests from Complainants and other members of the public pursuant to the New Jersey Open Public Records Act. Nothing contained in this Agreement shall be construed to limit or affect Complainants' or any other parties' rights to request documents pursuant to the New Jersey Open Public Records Act.

F. DCA shall require all Subrecipients of CDBG-DR funding to collect data that enables timely compliance with this section.

G. Recordkeeping. During the term of this Agreement, DCA shall maintain the following records and upon request, make these records available for review by the Department. See 24 C.F.R. §§ 570.490, 570.492 and 570.493.

1. DCA shall maintain a monitoring file for each Subrecipient. The file will include: 1) any documentation regarding any LEP guidance or technical assistance provided by the Recipient; and 2) any documentation of Four-Factor Analyses and LAPs, or comparable documents, that were prepared by sub-recipients pursuant to Section VI. of this Agreement.

2. DCA shall maintain files containing documentation of its efforts to meet the obligations of this Agreement and documentation of the information used to generate any of the reports required pursuant to this Agreement.

3. DCA shall require all Subrecipients of CDBG-DR funding to retain and provide to DCA all records containing documentation of its efforts to meet the obligations of this Agreement and documentation

of the information used to generate any of the reports required pursuant to this Agreement.

IX. MONITORING AND COMPLIANCE WITH THIS AGREEMENT

A. The Recipients and Complainants will share information, hold periodic meetings and agree to participate in good faith in special meetings called by any Party to address compliance issues. Complainants agree to provide the Recipients notice of an alleged violation of the Agreement. Within 20 days of the notice the parties agree to meet and confer to discuss the alleged violations raised by Complainants prior to seeking enforcement through court proceedings.

B. An action by Complainants or any of them for breach of this Agreement may not be commenced until and unless the Recipients have been given written notice specifying the basis for the assertion of a material breach, a reasonable opportunity to cure in accordance with Section 11A, and have failed to cure or take steps to cure. Each party agrees that, in the event of a breach of this Agreement, the harmed party is limited to seeking injunctive relief to compel compliance with this Agreement, and reasonable attorney's fees related to any action to enforce the Agreement. Jurisdiction to enforce the agreement through a civil action by Complainants shall lie in the United States District Court or in New Jersey state court with venue in Superior Court, Law Division, Mercer County or Superior Court, Appellate Division, as applicable.

C. FHEO will monitor compliance with this Agreement, which may include, but is not limited to: reviewing reports required by this Agreement;; interviewing the Recipients' staff and beneficiaries; conducting on-site reviews; and examining documents. By this Agreement, the Recipients will assure full cooperation with the monitoring review undertaken by the Department and assures it will produce requested data or information in a timely fashion.

D. Upon a finding of material non-compliance with this Agreement, FHEO will provide the Recipients with a written statement specifying the facts of the alleged material non-compliance and a reasonable opportunity to resolve or cure the alleged material non-compliance including an opportunity to meet and provide evidence supporting compliance. If after the above process, the Recipients have not satisfactorily resolved the claims of material non-compliance, the Department may take any contractual, statutory, administrative or regulatory remedy available to the Department to resolve the outstanding findings of non-compliance, including but not limited to referral to the Attorney General of the United States, to commence a civil action in the appropriate U. S. District Court, pursuant to §§ 810(c) and 814(b) (2) of the Act. The Recipients retain any due process or other rights to review or appeal the Department's determination. It is understood that no conditions in this Agreement, however, will limit or restrict the Department's legal rights to enforce Title VI or other applicable laws and regulations.

E. Prior to the expiration of any timeframe in this Agreement, the Recipients may submit a request for an extension supported by documentation of good cause. The Department shall review requests for extensions and grant them as a modification to this Agreement if they are reasonable, which shall be in their sole discretion to determine.

F. Failure by HUD or Complainants to enforce this entire Agreement or any provision in the Agreement with regard to any deadline or any other provision herein shall not be construed as a waiver of its right to do so regarding to other deadlines and provisions of this Agreement. Furthermore, HUD's or Complainants' failure to enforce this entire Agreement or any provision thereof shall not be construed as a waiver of any obligation of the Recipient under this Agreement.

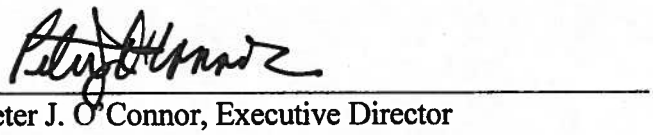
G. If any section of this Agreement is determined by a court to be in violation of the laws of the State, federal law or regulation, or against public policy, that section shall be severable and the remainder of the Agreement shall continue to operate in full force.

H. This Agreement contains the entire Agreement and understanding between the Parties. With respect to this Agreement, no representations, promises, agreements or understandings, written or oral, not herein contained shall be valid or binding unless the same is in writing and signed by the party intended to be bound.

I. This Agreement is the result of conciliation negotiations undertaken in good faith and in that regard the rule of contractual construction that an ambiguous term shall be construed against the drafter shall not be employed.

J. Each of the Parties represents and warrants to the others that it has had this Agreement reviewed by counsel prior to execution.

X. SIGNATURES



5/29/14

Peter J. O'Connor, Executive Director
FAIR SHARE HOUSING CENTER, COMPLAINANT

Date

Frank Argote-Freyre

Frank Argote-Freyre, President
LATINO ACTION NETWORK, COMPLAINANT

MAY 29, 2014
Date

05.29.2014

Richard Smith, President
COMPLAINANT NJ STATE CONFERENCE
OF THE NAACP

Date

COUNSEL FOR COMPLAINANTS

5/29/14
Date

[RESPONDENT]	5-30-14 Date

COUNSEL FOR RESPONDENTS

Date 5/30/14

Sara K. Pratt

OFFICE OF FAIR HOUSING AND EQUAL OPPORTUNITY

5/30/14

Date