

ATTACHMENT D

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM SPECIAL TERMS AND CONDITIONS (Agreements \$10,000 and Over)

1. **"Section 3" Compliance - Provision of Training, Employment, and Business Opportunities:**

- a. The work to be performed under this AGREEMENT is on a project assisted under a program providing direct Federal financial assistance from the U.S. Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 170. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to businesses which are located in, or owned in substantial part, by persons residing in the area of the project.
- b. The parties to this AGREEMENT will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this AGREEMENT. The parties to this AGREEMENT certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- c. The **Subrecipient** will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- d. The **Subrecipient** will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the **City**, take appropriate action pursuant to the subcontract upon a finding that the contractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The **Subrecipient** will not subcontract with any contractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR part 135 and will not enter into any subcontract unless the contractor has first provided the **Subrecipient** with a preliminary statement of ability to comply with the requirements of these regulations.
- e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of this AGREEMENT, shall be a condition of the federal financial assistance provided to the project, binding upon the **City**, its successor, and assigns. Failure to fulfill these requirements shall subject the **City**, its **Subrecipients** and contractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

2. **Equal Employment Opportunity:** Contracts subject to Executive Order 11246, as amended

Such contracts shall be subject to HUD Equal Employment Opportunity regulations applicable to HUD-assisted construction contracts.

The **Subrecipient** shall cause or require to be inserted in full in any non-exempt contract

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and subcontract for construction work, or modification thereof as defined in said regulations, which is paid for in whole or in part with assistance provided under this AGREEMENT, the following equal opportunity clause: "During the performance of this contract, the **Subrecipient** agrees as follows:

- a. The **Subrecipient** will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The **Subrecipient** will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The **Subrecipient** agrees to post in conspicuous places available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- b. The **Subrecipient** will, in all solicitations or advertisements for employees placed by or on behalf of the **Subrecipient**, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- c. The **Subrecipient** will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the **Subrecipient's** commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The **Subrecipient** will comply with all provisions of Executive Order 11246, as amended, as well as the rules, regulations, and relevant orders of the Secretary of Labor.
- e. The **Subrecipient** will furnish all information and reports required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the Department and the Secretary of Labor or their designee for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the **Subrecipient's** noncompliance with the nondiscrimination clauses of this AGREEMENT or with any of such rules, regulations, or orders, this AGREEMENT may be canceled, terminated, or suspended in whole or in part, and the **Subrecipient** may be declared ineligible for further Government contracts or federally-assisted construction contract procedures authorized in Executive Order 11246, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. The **Subrecipient** will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (G) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each contractor or vendor. The **Subrecipient** will take such action with respect to any subcontract or

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purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a **Subrecipient** becomes involved in or is threatened with litigation with a contractor or vendor as a result of such direction by the Department, the **Subrecipient** may request the United States to enter into such litigation to protect the interest of the United States.

The **Subrecipient** further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally-assisted construction work. If the **Subrecipient** so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the AGREEMENT. The **Subrecipient** agrees that it will assist and cooperate actively with the Department and the Secretary of Labor in obtaining the compliance of subcontractors with the equal opportunity clause and the rules,

regulations, and relevant orders of the Secretary of Labor; that it will furnish the Department and the Secretary of Labor such compliance; and that it will otherwise assist the Department in the discharge of its primary responsibility for securing compliance.

The **Subrecipient** further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, as amended, with a contractor or third party that has been debarred from, or who has not demonstrated eligibility for, government contracts and federally-assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon **Subrecipients** and contractors by the Department or the Secretary of Labor pursuant to Part II, Subpart D, of the Executive Order. In addition, the **Subrecipient** agrees that if it fails or refuses to comply with these undertakings, the City may take any or all of the following actions: cancel, terminate, or suspend in whole or in part the grant or loan guarantee; refrain from extending any further assistance to the **Subrecipient** under the Program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from such **Subrecipient**; and refer the cause to the appropriate federal agency for appropriate legal proceedings.

3. **Nondiscrimination Under Title VI of the Civil Rights Act of 1964**

This AGREEMENT is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and HUD regulations with respect thereto, including the regulations under 24 CFR Part 1. In the sale, lease or other transfer of land acquired, cleared, or improved with assistance provided under this AGREEMENT, the **Subrecipient** shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination upon the basis of race, color, religion, sex, or national origin, in the sale, lease or rental, or in the use of occupancy of such land or any improvements erected or to be erected thereon, and providing that the **City** and the United States are beneficiaries of and entitled to enforce such covenant. The **Subrecipient**, in undertaking its obligation in carrying out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant and will not itself so discriminate.

4. **Section 504 and Americans with Disabilities Act**

The **Subrecipient** agrees to comply with any federal regulation issued pursuant to compliance with the Section 504 of the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act, which prohibit discrimination against the disabled in any federally-assisted program.

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5. **Obligations of Subrecipient with Respect to Certain Third-party Relationships**
The **Subrecipient** shall remain fully obligated under the provisions of this AGREEMENT, notwithstanding its designation of any third party or parties for the undertaking of all or any part of the program with respect to which assistance is being provided under this AGREEMENT to the **Subrecipient**. Any **Subrecipient** which is not the **City** shall comply with all lawful requirements of the **City** necessary to insure that the program, with respect to which assistance is being provided under this AGREEMENT to the **Subrecipient** is carried out in accordance with the **City's** assurances and certifications, including those with respect to the assumption of environmental responsibilities of the **City** under Section 104(h) of the Housing and Community Development Act of 1974.
6. **Interest of Certain Federal Officials**
No member of or delegate to the Congress of the United States and no Resident Commissioner shall be admitted to any share or part of this AGREEMENT or to any benefit to arise from the same.
7. **Prohibition Against Payments of Bonus or Commission**
The assistance provided under this AGREEMENT shall not be used in the payment of any bonus or commission for the purpose of obtaining HUD or **City** approval of the application for such assistance, or HUD or **City** approval of applications for additional assistance, or any other approval or concurrence of HUD or the **City** required under this AGREEMENT, Title I of the Housing and Community Development Act of 1974, or HUD regulations with respect thereto; provided, however, that reasonable fees or bona fide technical, consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as program costs.
8. **"Section 109"**
This AGREEMENT is subject to the requirements of Section 109 of the Housing and Community Development Act of 1974, 42 U.S.C. 3535(d). No person in the United States shall on the ground of race, color, religion, sex, or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds available under this title.
9. **Access to Records and Site of Employment**
This AGREEMENT is subject to the requirements of Executive Order 11246, Executive Order 1375, and the Civil Rights Act of 1964, as amended. Access shall be permitted during normal business hours to the premises for the purpose of conducting on-site compliance reviews and inspecting and copying such books, records, accounts, and other material as may be relevant to the matter under investigation and pertinent to compliance with the Order, and the rules and regulations promulgated pursuant thereto by the **Subrecipient**. Information obtained in this manner shall be used only in connection with the administration of the Order, the administration of the Civil Rights Act of 1964, as amended, and in furtherance of the purpose of the Order and that Act.
10. **Legal Remedies for Contract Violation**
If the **Subrecipient** materially fails to comply with any term of this AGREEMENT, whether stated in a federal statute or regulation, an assurance, in a state plan or application, a notice of award, or elsewhere, the **City** may take one or more of the following actions, as deemed appropriate by the **City** in the circumstances:
 - a. Temporarily withhold cash payments pending correction of the deficiency by the **Subrecipient**;
 - b. Disallow all or part of the cost of the activity or action not in compliance;
 - c. Wholly or partly suspend or terminate the current AGREEMENT; or
 - d. Take other remedies that may be legally available.