

Required Subcontracting Provisions

The Grantee shall include the following provisions in every subcontract or purchase order relating to the Work Program, unless the Grantee receives the written consent of MOCI/MOH to the non-inclusion of any such provision. The entity entering into the subcontract with the Grantee shall be referred to below as the "Subcontractor" or the "Contractor", and the subcontract, purchase order or other agreement between Grantee and Subcontractor (or Contractor) shall sometimes be referred to as the "Agreement".

Certain provisions below apply only to Grants made from a particular funding source, such as CDBG, Safe Havens, SFRA, etc., as indicated below at the start of a paragraph. Grantee shall notify all Subcontractors of the funding source so that the Subcontractors know which of the identified sections below apply to the work they perform under the Agreement. If there is no restriction at the start of a section, it applies to all Agreements. If a Subcontractor has any question or doubt as to the funding source or whether a particular provision below applies to the Agreement, it should contact Grantee for clarification.

1. No Guaranty or Liability of City

This agreement is between the Grantee and the Subcontractor, and all payments due and owing hereunder shall be payable by the Grantee. In no event shall the City and County of San Francisco or its Mayor's Office of Community Investment or Mayor's Office of Housing (the "City") be deemed a guarantor or a party to this agreement, and the City shall have no responsibility for payment and no liability under this agreement under any circumstances.

2. Compliance with Laws and Procurement Standards

- a. Any purchase of property or services under this agreement must be consistent with applicable federal, state and local laws.
- b. **(Subsection for CDBG/ESG Grants only)** Any purchase of property or services under this agreement must be consistent with the existing and future procurement standards set forth in 24 C.F.R. Part 84 and Part 570, as the same may be amended, supplanted or supplemented from time to time.

3. Publications and Work Product

a. If, in connection with this Agreement or the implementation of the Work Program, Subcontractor creates artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship or Publications, such creations shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such creations shall be the property of City. If it is ever determined that any such creations are not works for hire under applicable law, Subcontractor hereby assigns all copyrights thereto to City, and agrees to provide any material, execute such documents and take such other actions as may be necessary or desirable to effect such assignment. With the prior written approval of City, Subcontractor may retain and use copies of such creations for reference and as documentation of its experience and capabilities. Subcontractor shall obtain all releases, assignments or other agreements from subcontractors or other persons or entities implementing the Work Program to ensure that City obtains the rights set forth herein.

b. Subcontractor understands and agrees that City has the right to review, approve, disapprove or conditionally approve, in its sole discretion, the work and property funded in whole or part with the Grant Funds, whether those elements are written, oral or in any other medium. Subcontractor has the burden of demonstrating to City that each element of work or property funded in whole or part with the Grant Funds is directly and integrally related to the Work Program as approved by City. City shall have the sole and final discretion to determine whether Subcontractor has met this burden.

c. Without limiting the obligations of Subcontractor set forth in subsection (b) above, Subcontractor (acting through Grantee) shall submit to City for City's prior written approval any Publication or any training material that Subcontractor prepares and pays for in whole or part with the Grant Funds under this Agreement and that is included as part of the Work Program, and Subcontractor shall not disseminate any such Publication or training material unless and until it receives City's consent. In addition, Subcontractor shall submit to City for approval, if City so requests, any other program material or form that Subcontractor uses or proposes to use in furtherance of the Work Program, and Subcontractor shall promptly provide to City one copy of all such materials or forms within two (2) business days following City's request. City's approval of any material hereunder shall not be deemed an endorsement of, or agreement with, the contents of such material, and City shall have no liability or responsibility for any such contents. City reserves the right to disapprove any material

covered by this section at any time, notwithstanding a prior approval by City of such material. Subcontractor shall not charge for the use or distribution of any Publication or training material funded all or in part with the Grant Funds, without first obtaining City's written consent, which City may give or withhold in its sole discretion.

d.

City may disapprove any element of work or property funded in whole or part by the Grant Funds that City determines, in its sole discretion, has any of the following characteristics: is divisive or discriminatory on a basis prohibited under Section 9 below; undermines the purpose of the Work Program; discourages otherwise qualified potential employees or volunteers or any clients from participating in activities covered under the Work Program; undermines the effective delivery of services to clients of Grantee or Subcontractor; hinders the achievement of any other purpose of City in making the Grant under this Agreement; or violates any other provision of this Agreement or applicable law. If City disapproves any element of the Work Program as implemented, or requires any change to it, Subcontractor shall immediately eliminate the disapproved portions and make the required changes. If City disapproves any materials, activities or services provided by third parties, Subcontractor shall immediately cease using the materials and terminate the activities or services and shall, at City's request, require that Subcontractor obtain the return of materials from recipients or deliver such materials to City or destroy them.

f. City has the right to monitor from time to time the administration by Subcontractor or any of its subcontractors of any programs or other work, including, without limitation, educational programs or trainings, funded in whole or part by the Grant Funds, to ensure that Subcontractor is performing such element of the Work Program, or causing such element of the Work Program to be performed, consistent with the terms and conditions of this Agreement.

g. Subcontractor acknowledges the importance of the public's understanding of MOCI/MOH efforts. Subcontractor agrees to identify and publicize newsworthy program accomplishments and activities, and to acknowledge the Funding Source if and when appropriate and possible. In addition, Subcontractor shall credit MOCI/MOH, and the Funding Source as applicable, in all Publications, press releases, brochures, and other material resulting from activities, events, projects or programs supported with the Grant Funds. If a CDBG project, this acknowledgment should identify the project as: "Funded by the Mayor's Office of Community Investment/Mayor's Office of Housing through the Community Development Block Grant Program." If an ESG project, this acknowledgment should identify the project as: "Funded by the Mayor's Office of Community Investment through the Emergency Shelter Grant Program." Except as set forth in this Section, Subcontractor shall not use the name of the MOCI/MOH or City (as a reference to the municipal grantee as opposed to location) in any Publication without prior written approval of City.

h. **(Subsection for Safe Havens Grants only)** All materials and publications (written, visual or sound) resulting from award activities shall contain the following statements: "This project was supported by a grant awarded by the Office on Violence Against Women, U.S. Department of Justice. The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the Department of Justice, Office on Violence Against Women."

i. **(Subsection for Safe Havens Grants only)** Pursuant to 28 C.F.R. Section 66.34, the Office on Violence Against Women ("OVW") reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, in whole or in part (including in the creation of derivative works), for Federal Government purposes:

1. any work that is subject to copyright and was developed under this Agreement or subcontract pursuant to this Agreement; and
2. any work that is subject to copyright for which ownership was purchased by Subcontractor or subcontractor with support under this Agreement.

Subcontractor must obtain advance written approval from the OVW program manager assigned to this Agreement, and must comply with all conditions specified by the program manager in connection with that approval before: (a) using Grant Funds to purchase ownership of, or a license to use, a copyrighted work; or (b) incorporating any copyrighted work, or portion thereof, into a new work developed under this Agreement.

It is the responsibility of Subcontractor (and of each subgrantee, contractor or subcontractor as applicable) to ensure that this condition is included in any subcontract under this Agreement.

4. Acquisition and Disposition of Nonexpendable Property

Any interest of Subcontractor in drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, or other documents or Publications prepared by Subcontractor in connection with this Agreement or the implementation of the Work Program or the services to be performed under this Agreement, shall become the property of and be promptly transmitted to City. Notwithstanding the foregoing, Subcontractor may retain and use copies for reference and as documentation of its experience and capabilities.

5. Submitting False Claims; Monetary Penalties

Subcontractor acknowledges and agrees that it is a "contractor" under and is subject to San Francisco Administrative Code Sections 6.80-6.83 and 21.35. Under such Sections 6.80-6.83 and 21.35, any contractor, subgrantee or consultant who submits a false claim shall be liable to City for three times the amount of damages, which City sustains because of the false claim. A contractor, subgrantee or consultant who submits a false claim shall also be liable to City for the costs, including attorney's fees, of a civil action brought to recover any of those penalties or damages, and may be liable to City for a civil penalty of up to ten thousand dollars (\$10,000) for each false claim. A contractor, subgrantee or consultant will be deemed to have submitted a false claim to City if the contractor, subgrantee or consultant: (a) knowingly presents or causes to be presented to an officer or employee of City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by City; (c) conspires to defraud City by getting a false claim allowed or paid by City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to City; or (e) is a beneficiary of an inadvertent submission of a false claim to City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to City within a reasonable time after discovery of the false claim.

6. Earned Income Credit (EIC) Forms

Administrative Code Section 12O requires that employers provide their employees with IRS Form W-5 (The Earned Income Credit Advance Payment Certificate) and the IRS EIC Schedule, as set forth below. Employers can locate these forms at the IRS Office, on the Internet, or anywhere that Federal Tax Forms can be found.

a. Subcontractor shall provide EIC Forms to each Eligible Employee at each of the following times: (i) within thirty (30) days following the date on which this Agreement becomes effective (unless Subcontractor has already provided such EIC Forms at least once during the calendar year in which such effective date falls); (ii) promptly after any Eligible Employee is hired by Subcontractor; and (iii) annually between January 1 and January 31 of each calendar year during the term of this Agreement.

b. Failure to comply with any requirement contained in subparagraph (a) above shall constitute a material breach by Subcontractor of the terms of this Agreement. If within thirty (30) days after Subcontractor receives written notice of such a breach, Subcontractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of thirty (30) days, Subcontractor fails to commence efforts to cure within such period or thereafter fails to diligently pursue such cure to completion, the City may pursue any rights or remedies available under this Agreement or under applicable law.

c. Any subcontract entered into by Subcontractor shall require the subcontractor to comply, as to the subcontractor's Eligible Employees, with each of the terms of this Section.

d. Capitalized terms used in this section and not defined in this Agreement shall have the meanings assigned to such terms in Section 12O of the San Francisco Administrative Code.

7. Conflict of Interest

a. Through execution of this Agreement, Subcontractor acknowledges that it is familiar with the provisions of Section 15.103 of the City's Charter, Article III, Chapter 2 of City's Campaign and Governmental Conduct Code, and Sections 87100 et seq. and Sections 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provision and agrees that it will immediately notify City if it becomes aware of any such fact during the term of this Agreement.

1. Incorporation of the California Political Reform Act – No officer or employee of the City and County shall make, participate in making, or seek to influence a decision of the City and County in which the officer or employee has a financial interest within the meaning of California Government Code Section 87100 et seq. and any subsequent amendments to these Sections.

2. Incorporation of California Government Code 1090, et seq. – No officer or employee of the City and County shall make a contract in which he or she has a financial interest within the meaning of California Government Code Section 1090 et seq. and any subsequent amendments to these Sections.

3. Future Employment – No officer or employee of the City shall make, participate in making, or otherwise seek to influence a governmental decision, affecting a person or entity with whom the officer or employee is discussing or negotiating an agreement concerning future employment.

b. Not more than one member of an immediate family serves or will serve as an officer, director or employee of Subcontractor, without prior written consent of City. For purposes of this subsection, “immediate family” shall include husband, wife, domestic partner, brothers, sisters, children and parents (both legal parents and stepparents). If Subcontractor has any doubt as to its compliance with this requirement, it shall submit a written request to MOCI/MOH for clarification and advice as to the proper course of action to be taken. Where noncompliance is found, MOCI/MOH shall have the right, upon discovering such noncompliance, to order Subcontractor to dismiss one or as many of its employees as are required to restore compliance with this requirement.

c. **(Subsection for CDBG/ESG and DOJ Grants only)** In accordance with the OMB conflict of interest provision set forth in Circular No. A-110, “Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations”(Subpart C, Procurement Standards, Codes of Conduct), Subcontractor shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by Federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of Subcontractor shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to subagreements. However, Subcontractor may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the recipient.

d. **(Subsection for CDBG/ESG Grants only)** This subsection incorporates the conflict of interest provisions of the CDBG regulations (24 CFR 570.611) for the acquisition and disposition of real property and the provision of assistance by Subcontractor to individuals, businesses, and other private entities under eligible activities.

1. No persons who (a) is an employee, agent, consultant, officer, or elected official or appointed official of City (including MOCI/MOH and the Citizens’ Committee on Community Development), or of any designated public agencies, or of Subcontractor that is receiving CDBG/ESG funds and (b) exercises or has exercised any functions or responsibilities with respect to CDBG/ESG activities assisted under this part, or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG/ESG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG/ESG-assisted activity, or with respect to the proceeds of the CDBG/ESG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

2. In order to carry out the purposes of this section, Subcontractor shall incorporate, or cause to be incorporated, in all contracts, subcontracts and agreements relating to activities assisted under this Agreement, a provision similar to that of this section. Subcontractor shall be responsible for obtaining compliance with such provisions by the parties with whom it contracts and, in the event of a breach, shall take prompt and diligent action to cause the breach to be remedied and compliance to be restored.

3. Upon written request of Subcontractor, HUD may grant an exception to the provisions of this Subsection (a) on a case-by case basis when Subcontractor has satisfactorily met the threshold requirements, which include (i) a disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how the public

disclosure was made; and (ii) an opinion of the City Attorney that the interest for which the exception is sought would not violate State or local law. In determining whether to grant a requested exception that has satisfactorily met the requirements, HUD shall conclude that such an exception will serve to further the purposes of the CDBG/ESG program and the effective and efficient administration of the Subcontractor's program or project, taking into account the cumulative effect of the following factors, as applicable:

- (a) Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project that would otherwise not be available;
- (b) Whether an opportunity was provided for open competitive bidding or negotiation;
- (c) Whether the person affected is a member of a group or class of low- or moderate-income persons intended to be the beneficiaries of the assisted activity, and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;
- (d) Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision-making process with respect to the specific assisted activity in question;
- (e) Whether the interest or benefit was present before the affected person was in a position as described in paragraph (1) of this Subsection (d);
- (f) Whether undue hardship will result either to Subcontractor or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and
- (g) Any other relevant considerations.

e. **(Subsection for SFRA Grants only)** All employees, agents, contractors, officers and officials of Subcontractor who exercise any functions or responsibilities with respect to this Agreement shall be subject to the following conflict of interest and duty of loyalty obligations:

1. **Conflict of Interest Restrictions** – Except for administrative or personnel costs approved by MOCI/MOH in accordance with this Agreement, Subcontractor will not solicit, obtain or receive an economic benefit or acquire a financial interest in any recipient of services or other benefits funded by this Agreement or in any subcontractor who receives funds made available by this Agreement. Subcontractor also agrees that these restrictions apply to each individual subcontractor and to the Subcontractor's family and business ties during the effective period of this Agreement and for two year after Agreement has ended.

2. **Duty of Loyalty** – Subcontractor agrees to abide by the SFRA's duty of loyalty, which appears at Section IX.H (Prohibited Activities of Present and Former Employees, Commissioners and Consultants) of the SFRA's Personnel Policy and which states in part the following: "Unless approved in advance in writing by the SFRA, no present or former employee, Commissioner or consultant of the SFRA shall knowingly act for anyone other than the SFRA in connection with any particular matter in which the SFRA is a party, or has a direct and substantial interest, and in which he or she participated personally and substantially as a SFRA employee, Commissioner or consultant whether through decisions, recommendations, advice, investigation or otherwise. Violation of this section by a present employee, consultant or Commissioner may, in the case of an employee or consultant, be grounds for discharge or termination of the consultant contract, and in the case of a Commissioner, be considered misconduct in office pursuant of California Health and Safety Code Section 33115."

f. No member of the board of directors, governing officer or employee of Subcontractor who exercises any functions or responsibilities in connection with the planning or carrying out of the MOCI/MOH Program during his/her tenure or for one year thereafter, shall have any personal financial interest, direct or indirect, in any contract or subcontract, or the proceeds thereof for work to be performed in connection with the programs assisted under this Agreement. The prohibition contained in this section shall prevent, among other

things, any officer or board member or employee, during his/her tenure and for one year thereafter, from assuming a position, within or outside Subcontractor, funded directly or indirectly with MOCI/MOH funds. Furthermore, no individual employee of Subcontractor, including the executive director, shall be a member of the Board of Directors of Subcontractor during his or her employment and for one year thereafter; provided, nothing herein shall prevent any employee from attending Board of Directors meetings. Subcontractor shall take appropriate steps to assure compliance with this section. Subcontractor agrees that it shall incorporate into every contract required to be in writing the following provision:

"Interest of Contractor and Employees – The Contractor covenants that no person, including but not limited to, an officer or board member or employee of Subcontractor, who presently exercises any functions or responsibilities in connection with the MOCI/MOH Program, shall have any personal financial interest, direct or indirect, in this Contract or current City/Grantee Agreement. The Contractor further covenants that he/she presently has no interest and shall not acquire any interest, direct or indirect, in the immediate neighborhood or any parcels therein, which would affect or conflict in any manner or degree with the performance of his/her services hereunder. The Contractor further covenants that, in the performance of this contract, no person having any conflicting interest shall be employed. It shall be the responsibility of the Contractor to make all reasonable and lawful efforts and inquiries in determining if any employee or prospective employee has any conflicting interest. Any interest or possible interest of the Contractor or his/her employees must be disclosed to Subcontractor and to the Mayor's Office of Community Investment/Mayor's Office of Housing."

Provided, however, that this paragraph shall be interpreted in such a manner so as not to unreasonably impede the statutory requirement that maximum opportunity be provided for employment of or participation by residents of the area.

g. By executing this Agreement, Subcontractor represents that it has distributed a copy of the above conflict of interest provisions to each of Subcontractor's board members and employees, and agrees to distribute such provisions to each new board member and employee during the term, and Subcontractor has or will instruct each such board member or employee to verify the absence of any actual or potential conflict.

8. Insurance and Bonding

a. Subcontractor shall maintain in force, during the full term of this Agreement, insurance in the following amounts and coverages:

1. Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than one million dollars (\$1,000,000) each accident, injury, or illness.

2. Commercial General Liability Insurance with limits not less than one million dollars (\$1,000,000) each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations.

3. Commercial Automobile Liability Insurance with limits not less than one million dollars (\$1,000,000) each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

4. **(If professionals are used as part of the Agreement)** Professional Liability Insurance for negligent acts, errors or omission with respect to professional or technical services, if any, required in the performance of this Agreement with limits not less than one million dollars (\$1,000,000) each claim.

5. Property Insurance covering all real property constructed, improved, rehabilitated and all real and personal (non-expendable) property leased or purchased in whole or in part with Grant Funds, in form appropriate for the nature of such property, covering all risks of loss, excluding earthquake and flood, for 100% of the reconstruction value (brought up to current codes), with deductible, if any, acceptable to the City, and naming the City as loss payee, as its interest may appear, except that if Grantee leases real property such coverage with respect to the leased property may be provided by the owner or landlord.

b. Commercial General Liability and Commercial Automobile Liability insurance policies shall:

1. Name as additional insured City and its officers, agents and employees.
 2. Provide that such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought, except with respect to limits of liability.
- c. In the event Subcontractor engages in activities not covered by the above insurance, Subcontractor shall procure whatever additional insurance necessary or appropriate to cover such risks. Acquisition of such insurance does not, however, assure the City's approval of such new activities.
- d. Should any of the insurance required hereunder be provided under a claims-made form, Subcontractor shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three (3) years beyond the expiration or termination of this Agreement, to the effect that, should occurrences during the term hereof give rise to claims made after expiration or termination of the Agreement, such claims shall be covered by such claims-made policies.
- e. Should any of the insurance required hereunder be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.
- f. Subcontractor shall furnish to City certificates of insurance and additional insured policy endorsements from insurers in a form acceptable to the City, evidencing all coverages set forth above.
- g. Approval of any insurance by City shall not relieve or decrease the liability of Subcontractor hereunder.
- i. **(If this Agreement relates to construction work to be performed by Subcontractor)** Prior to the release of any of the Grant Funds for the construction or improvement of facilities, Grantee shall retain an amount equal to or greater than 10% (as determined by mutual agreement between Grantee and MOCI/MOH) of the total construction cost until completion of the entire contract, and each progress payment during construction shall retain the required percentage of the cost of the work covered by that payment. The final payment to the Subcontractor shall be made only following MOCI/MOH written approval, which approval may be withheld pending recordation of a valid notice of completion, receipt of an architect's certification of substantial completion, receipt of appropriate lien waivers or releases, and such additional reasonable requirements as MOCI/MOH may determine. Prior to the release of any of the Grant Funds for the construction or improvement of facilities expected to cost between \$20,000 and \$100,000, the City may require Grantee or Subcontractor to post a performance bond and a labor and material payment bond, in a form approved by the City, in amounts not less than 100% of the contract price for the work. For all contracts exceeding \$100,000, the Subcontractor must provide a performance bond and a labor and material payment bond equal to 100% of the contract price for the work.
- j. **(If this Agreement relates to construction work to be performed by Subcontractor)** Construction Subcontractor must maintain, throughout the term of the construction contract, insurance as follows:
1. Workers' Compensation Insurance at statutory limits, including coverage for Employers' Liability, with limits not less than one million dollars (\$1,000,000) each accident, injury, or illness;
 2. Commercial General Liability Insurance with limits not less than one million dollars (\$1,000,000) each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations;
 3. Commercial Automobile Liability Insurance with limits not less than one million dollars (\$1,000,000) each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable; and
 4. Builder's All Risk Insurance for loss or damage to the work in progress for the amount of the contract.

Subcontractor shall furnish Grantee with certificates of insurance and additional insured policy endorsements from insurers in a form acceptable to the City for the above coverage prior to the commencement of any work, and Grantee shall verify that the above insurance requirements are maintained throughout the term of the construction contract and during all construction. Each insurance policy shall name the City and its Agents as an additional insured. Upon request, Grantee and/or Subcontractor shall furnish copies of such certificates of insurance and endorsements to the City. In the event the above insurance is not maintained for any reason, Subcontractor shall immediately cease all construction activities on the Work Program until such time as the required insurance is resumed. To the extent that any insurance proceeds are not used to rebuild the Work Program, any such proceeds shall be paid to the City to the extent of funds disbursed to Grantee under this Agreement.

k. **(If this Agreement relates to construction work to be performed by Subcontractor)** For professional services, or, if professional services are donated, throughout the term of the construction contract to which said professional services are devoted, such professional services Subcontractor maintain insurance as follows:

Professional liability insurance for negligent acts, errors or omission with respect to professional or technical services, if any, required in the performance of this Agreement with limits not less than one million dollars (\$1,000,000) each claim

Grantee shall verify that such insurance is maintained as set forth above, and upon request, shall furnish to the City a copy of the certificate of insurance. In the event that such insurance is not maintained, Grantee shall terminate the applicable contract until such time as the required insurance is obtained or shall retain the services of some other professional service contractor that has or will obtain the requisite insurance.

9. Nondiscrimination

a. In the performance of this Agreement, Subcontractor agrees not to discriminate against any employee, City and County employee working with Grantee or Subcontractor, applicant for employment with Grantee or Subcontractor, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations, on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes.

b. The provisions of Sections 12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code are incorporated herein by reference, and Subcontractor agree to comply with such provisions. Subcontractor's failure to comply with any of the obligations in this subsection shall constitute a material breach of this Agreement. Without limiting the foregoing, Subcontractor understands that pursuant to Section 12B.2(h) of the San Francisco Administrative Code, a penalty of fifty dollars (\$50) for each person for each calendar day during which such person was discriminated against in violation of the provisions of this Agreement may be assessed against Subcontractor and/or deducted from any payments due Subcontractor.

c. **(Subsection for CDBG/ESG and DOJ Grants only)** Subcontractor agrees to comply with the following laws and statutes relating to nondiscrimination: Titles VI and VII of the Civil Rights Act of 1964 (Pub. L. 88-352), Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284), Section 109 of the Housing and Community Development Act of 1974 (24 U.S.C. Section 5409), and Executive Order 11246, as amended by Executive Order 11375 and supplemented by Department of Labor regulations (41 C.F.R. Part 60) regarding equal employment opportunity.

1. Subcontractor agrees to post in conspicuous places available to employees and applicants for employment, to place in all solicitations or advertisements for employment, and to send to each labor union or representative of its employees, notices setting forth Subcontractor's nondiscriminatory practices as required hereunder.

2. Subcontractor shall allow MOCI/MOH and the Funding Source access to all of its books and records to ascertain compliance with this section. In the event of Subcontractor's noncompliance with the nondiscrimination provisions of this Agreement, this Agreement may be

canceled, terminated or suspended in whole or in part and Subcontractor may be declared ineligible for further government contracts.

3. Subcontractor shall include these nondiscrimination provisions in every subcontract or purchase order unless exempted by Executive Order 11246 so that this section will be binding on each subcontractor or vendor. Subcontractor shall take such action with respect to the subcontractor or purchase order as MOCI/MOH and/or the Funding Source may direct to enforce such provisions, including sanctions.

4. Subcontractor certifies that it does not maintain nor provide for its employees any segregated facilities, and it does not permit its employees to perform services at any location where segregated facilities are maintained. As used herein, the term "segregated facilities" means any areas, which are segregated on the basis of race, creed, color or natural origin, because of habit, local custom or otherwise.

d. **(Subsection for DOJ Grants only)** DOJ regulations governing "Equal Treatment for Faith-Based Organizations" provides in part that organizations participating in programs directly funded by the DOJ are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Subcontractor agrees to comply with all applicable requirements of 28 C.F.R. Part 38.

e. **(Subsection for Weed and Seed Grants only)** Subcontractor shall be subject to the nondiscrimination provisions of the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, 42 U.S.C. Section 3789d(c), and must meet two additional requirements: (1) complying with Federal regulations pertaining to the development of an Equal Employment Opportunity Plan (EEO), 28 C.F.R. Section 42.301-.308, and (2) submitting to the Office for Civil Rights Findings of Discrimination (see 28 C.F.R. Sections 42.205(5) or 31.202(5)).

10. Tropical Hardwood and Virgin Redwood Ban

Pursuant to Section 804(b) of the San Francisco Environment Code, City urges all grantees not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product.

11. Drug-Free Workplace Policy

Subcontractor acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on Subcontractor premises. Subcontractor and its employees, agents or assigns shall comply with all terms and provisions of such Act and the rules and regulations promulgated thereunder.

12. Compliance with ADA

Subcontractor acknowledges that, pursuant to the Americans With Disabilities Act (ADA) (42 U.S.C. §§ 12101 et seq.) and any other applicable federal, state or local laws (including Section 504 of the Rehabilitation Act of 1973), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. Subcontractor shall not discriminate against any person protected under the ADA in connection with all or any portion of the Work Program and shall comply, and shall require its contractors and consultants to comply, with the provisions of the ADA and any and all other applicable federal, state and local disability rights legislation.

13. Requiring Minimum Compensation for Employees

a. Subcontractor agrees to comply fully with and be bound by all of the provisions of the Minimum Compensation Ordinance (MCO), as set forth in San Francisco Administrative Code Chapter 12P (Chapter 12P), including the remedies provided, and implementing guidelines and rules. The provisions of Chapter 12P are incorporated herein by reference and made a part of this Agreement as though fully set forth. The text of the MCO is available on the web at <http://www.sfgov.org/olse/mco>. A partial listing of some of Subcontractor's obligations under the MCO is set forth in this Section. Subcontractor is required to comply with all the provisions of the MCO, irrespective of the listing of obligations in this Section.

b. The MCO requires Subcontractor to pay Subcontractor's employees a minimum hourly gross compensation wage rate and to provide minimum compensated and uncompensated time off. The minimum wage rate may change from year to year and Subcontractor is obligated to keep informed of the then-current requirements. Any subcontract entered into by Subcontractor shall require the subgrantee to comply with the

requirements of the MCO and shall contain contractual obligations substantially the same as those set forth in this Section. It is Subcontractor's obligation to ensure that any subgrantees of any tier under this Agreement comply with the requirements of the MCO. If any subgrantee under this Agreement fails to comply, City may pursue any of the remedies set forth in this Section against Subcontractor.

c. Subcontractor shall not take adverse action or otherwise discriminate against an employee or other person for the exercise or attempted exercise of rights under the MCO. Such actions, if taken within 90 days of the exercise or attempted exercise of such rights, will be rebuttably presumed to be retaliation prohibited by the MCO.

d. Subcontractor shall maintain employee and payroll records as required by the MCO. If Subcontractor fails to do so, it shall be presumed that Subcontractor paid no more than the minimum wage required under State law.

e. The City is authorized to inspect Subcontractor's job sites and conduct interviews with employees and conduct audits of Subcontractor.

f. Subcontractor's commitment to provide the Minimum Compensation is a material element of City's consideration for this Agreement. City in its sole discretion shall determine whether such a breach has occurred. City and the public will suffer actual damage that will be impractical or extremely difficult to determine if Subcontractor fails to comply with these requirements. Subcontractor agrees that the sums set forth in Section 12P.6.1 of the MCO as liquidated damages are not a penalty, but are reasonable estimates of the loss that City and the public will incur for Subcontractor's noncompliance. The procedures governing the assessment of liquidated damages shall be those set forth in Section 12P.6.2 of Chapter 12P.

g. Subcontractor understands and agrees that if it fails to comply with the requirements of the MCO, City shall have the right to pursue any rights or remedies available under Chapter 12P (including liquidated damages), under the terms of the contract, and under applicable law. If, within 30 days after receiving written notice of a breach of this Agreement for violating the MCO, Subcontractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, Subcontractor fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, City shall have the right to pursue any rights or remedies available under applicable law, including those set forth in Section 12P.6(c) of Chapter 12P. Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to City.

h. Subcontractor represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the MCO.

i. If Grantee is exempt from the MCO when this Agreement is executed because the cumulative amount of agreements with this department for the Fiscal Year is less than \$25,000, but Grantee later enters into an agreement or agreements that cause Grantee to exceed that amount in a Fiscal Year, Grantee and Subcontractor shall thereafter be required to comply with the MCO under this Agreement. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between Grantee and the City to exceed \$25,000 in the fiscal year.

14. Notification of Limitations on Contributions

Through execution of this Agreement, Subcontractor acknowledges that it is familiar with Section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, or for a grant, loan or loan guarantee, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or a board on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. Subcontractor acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of \$50,000 or more. Subcontractor further acknowledges that the prohibition on contributions applies to each prospective party to the contract; each member of Subcontractor's board of directors; Subcontractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Subcontractor; any subgrantee listed in the bid or contract; and any committee that is sponsored or controlled by Subcontractor. Additionally,

Subcontractor acknowledges that Subcontractor must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126.

15. First Source Hiring Program

If the Grant to Grantee is (i) for public services, economic development, microenterprise assistance, or planning and the Grant Amount is Fifty Thousand Dollars (\$50,000) or greater, or (ii) for capital projects or construction funding and the Grant Amount is Three Hundred Fifty Thousand Dollars (\$350,000) or greater, then Subcontractor shall comply with the hiring requirements imposed by City's First Source Hiring Ordinance (San Francisco Administrative Code Chapter 83), which are incorporated herein by this reference.

a. Incorporation of Administrative Code Provisions by Reference – The provisions of Chapter 83 of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Contractor shall comply fully with, and be bound by, all of the provisions that apply to this Agreement under such Chapter, including but not limited to the remedies provided therein. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 83.

b. First Source Hiring Agreement – Subcontractor shall comply with any First Source Hiring Agreement entered into by Grantee with respect to the work performed by Subcontractor under this Agreement.

c. Hiring Decisions – Contractor shall make the final determination of whether an Economically Disadvantaged Individual referred by the System is “qualified” for the position.

d. Exceptions – Upon application by Employer, the First Source Hiring Administration may grant an exception to any or all of the requirements of Chapter 83 in any situation where it concludes that compliance with this Chapter would cause economic hardship.

e. Liquidated Damages – Contractor agrees:

1. To be liable to the City for liquidated damages as provided in this section;
2. To be subject to the procedures governing enforcement of breaches of contracts based on violations of contract provisions required by this Chapter as set forth in this section;
3. That the contractor's commitment to comply with this Chapter is a material element of the City's consideration for this contract; that the failure of the contractor to comply with the contract provisions required by this Chapter will cause harm to the City and the public which is significant and substantial but extremely difficult to quantify; that the harm to the City includes not only the financial cost of funding public assistance programs but also the insidious but impossible to quantify harm that this community and its families suffer as a result of unemployment; and that the assessment of liquidated damages of up to \$5,000 for every notice of a new hire for an entry level position improperly withheld by the contractor from the first source hiring process, as determined by the FSHA during its first investigation of a contractor, does not exceed a fair estimate of the financial and other damages that the City suffers as a result of the contractor's failure to comply with its first source referral contractual obligations.
4. That the continued failure by a contractor to comply with its first source referral contractual obligations will cause further significant and substantial harm to the City and the public, and that a second assessment of liquidated damages of up to \$10,000 for each entry level position improperly withheld from the FSHA, from the time of the conclusion of the first investigation forward, does not exceed the financial and other damages that the City suffers as a result of the contractor's continued failure to comply with its first source referral contractual obligations;
5. That in addition to the cost of investigating alleged violations under this Section, the computation of liquidated damages for purposes of this section is based on the following data:

(a) The average length of stay on public assistance in San Francisco's County Adult Assistance Program is approximately 41 months at an average monthly grant of \$348 per month, totaling approximately \$14,379; and

(b) In 2004, the retention rate of adults placed in employment programs funded under the Workforce Investment Act for at least the first six months of employment was 84.4%. Since qualified individuals under the First Source program face far fewer barriers to employment than their counterparts in programs funded by the Workforce Investment Act, it is reasonable to conclude that the average length of employment for an individual whom the First Source Program refers to an employer and who is hired in an entry level position is at least one year; therefore, liquidated damages that total \$5,000 for first violations and \$10,000 for subsequent violations as determined by FSHA constitute a fair, reasonable, and conservative attempt to quantify the harm caused to the City by the failure of a contractor to comply with its first source referral contractual obligations.

6. That the failure of contractors to comply with this Chapter, except property contractors, may be subject to the debarment and monetary penalties set forth in Sections 6.80 et seq. of the San Francisco Administrative Code, as well as any other remedies available under the contract or at law; and

7. That in the event the City is the prevailing party in a civil action to recover liquidated damages for breach of a contract provision required by this Chapter, the contractor will be liable for the City's costs and reasonable attorneys fees.

Violation of the requirements of Chapter 83 is subject to an assessment of liquidated damages in the amount of \$5,000 for every new hire for an Entry Level Position improperly withheld from the first source hiring process. The assessment of liquidated damages and the evaluation of any defenses or mitigating factors shall be made by the FSHA.

f. Subcontracts – Any subcontract entered into by Contractor shall require the subcontractor to comply with the requirements of Chapter 83 and shall contain contractual obligations substantially the same as those set forth in this Section.

g. To the extent they overlap, Subcontractor may comply with the requirements of this Section 10 by complying with the Section 3 requirements set forth in Section 18 below.

16. Prohibition on Political Activity with City Funds

In accordance with San Francisco Administrative Code Chapter 12.G, no funds appropriated by City for this Agreement may be expended for organizing, creating, funding, participating in, supporting, or attempting to influence any political campaign for a candidate or for a ballot measure (collectively, "Political Activity"). The terms of San Francisco Administrative Code Chapter 12.G are incorporated herein by this reference. Accordingly, an employee working in any position funded under this Agreement shall not engage in any Political Activity during the work hours funded hereunder, nor shall any equipment or resource funded by this Agreement be used for any Political Activity. In the event Subcontractor, or any staff member in association with Subcontractor, engages in any Political Activity, then (i) Subcontractor shall keep and maintain appropriate records to evidence compliance with this section, and (ii) Subcontractor shall have the burden to prove that no funding from this Agreement has been used for such Political Activity. Subcontractor agrees to cooperate with any audit by City or its designee in order to ensure compliance with this section. In the event Subcontractor violates the provisions of this section, City may, in addition to any other rights or remedies available hereunder, (i) terminate this Agreement and any other agreements between Subcontractor and City, (ii) prohibit Subcontractor from bidding on or receiving any new City contract for a period of two (2) years, and (iii) obtain reimbursement of all funds previously disbursed to Subcontractor under this Agreement.

17. Preservative-Treated Wood Containing Arsenic

Subcontractor may not purchase preservative-treated wood products containing arsenic in the performance of this Agreement unless an exemption from the requirements of Chapter 13 of the San Francisco Environment Code is obtained from the Department of the Environment under Section 1304 of the Code. The term "preservative-treated wood containing arsenic" shall mean wood treated with a preservative that contains arsenic, elemental arsenic, or an arsenic copper combination, including, but not limited to, chromated copper arsenate preservative, ammoniacal copper zinc arsenate preservative, or ammoniacal copper arsenate preservative. Subcontractor may purchase preservative-treated wood products on the list of environmentally preferable alternatives prepared and adopted by the Department of the Environment. This provision does not preclude Subcontractor from purchasing preservative-treated wood containing arsenic for saltwater immersion.

The term "saltwater immersion" shall mean a pressure-treated wood that is used for construction purposes or facilities that are partially or totally immersed in saltwater.

18. Supervision of Minors

a. Subcontractor shall comply with California Penal Code section 11105.3 and request from the Department of Justice records of all convictions or any arrest pending adjudication involving the offenses specified in Welfare and Institution Code section 15660(a) of any person who applies for employment or volunteer position with Subcontractor, or any subgrantee, in which he or she would have supervisory or disciplinary power over a minor under his or her care.

b. If Subcontractor, or any subgrantee, is providing services at a City park, playground, recreational center or beach (separately and collectively, "Recreational Site"), Subcontractor shall not hire, and shall prevent its subgrantees from hiring, any person for employment or volunteer position to provide those services if that person has been convicted of any offense that was listed in former Penal Code section 11105.3(h)(1) or 11105.3(h)(3).

c. If Subcontractor, or any of its subgrantees, hires an employee or volunteer to provide services to minors at any location other than a Recreational Site, and that employee or volunteer has been convicted of an offense specified in Penal Code section 11105.3(c), then Subcontractor shall comply, and cause its subgrantees to comply with that section and provide written notice to the parents or guardians of any minor who will be supervised or disciplined by the employee or volunteer not less than ten (10) days prior to the day the employee or volunteer begins his or her duties or tasks. Subcontractor shall provide, or cause its subgrantees to provide City with a copy of any such notice at the same time that it provides notice to any parent or guardian.

d. Subcontractor shall expressly require any of its subgrantees with supervisory or disciplinary power over a minor to comply with this section of the Agreement as a condition of its contract with the subgrantee.

e. Subcontractor acknowledges and agrees that failure by Subcontractor or any of its subgrantees to comply with any provision of this section of the Agreement shall constitute an Event of Default.

19. Protection of Private Information

As of March 5, 2005, Subcontractor agrees to comply fully with and be bound by all of the provisions of Chapter 12M of the San Francisco Administrative Code ("Protection of Private Information"), including the remedies provided. The provisions of Chapter 12M are incorporated herein by reference and made a part of this Agreement as though fully set forth. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12M. Consistent with the requirements of Chapter 12M, Grantee agrees to all of the following:

a. Neither Subcontractor nor any of its subcontractors shall disclose Private Information obtained from City in the performance of this Agreement to any other subcontractor, person, or other entity, unless one of the following is true:

1. The disclosure is authorized by this Agreement;
2. Grantee or Subcontractor received advance written approval from the Contracting Department to disclose the information; or
3. The disclosure is required by law or judicial order.

b. Any disclosure or use of Private Information authorized by this Agreement shall be in accordance with any conditions or restrictions stated in this Agreement. Any disclosure or use of Private Information authorized by a Contracting Department shall be in accordance with any conditions or restrictions stated in the approval.

c. Private Information shall mean any information that: (1) could be used to identify an individual, including without limitation, name, address, social security number, medical information, financial information, date and location of birth, and names of relatives; or (2) the law forbids any person from disclosing.

d. Any failure of Subcontractor to comply with Chapter 12M shall be a material breach of this Agreement. In such an event, in addition to any other remedies available to it under equity or law, City may terminate this Agreement, debar Subcontractor, or bring a false claim action against Subcontractor.

20. Graffiti Removal

a. Graffiti is detrimental to the health, safety and welfare of the community in that it promotes a perception in the community that the laws protecting public and private property can be disregarded with impunity. This perception fosters a sense of disrespect of the law that results in an increase in crime; degrades the community and leads to urban blight; is detrimental to property values, business opportunities and the enjoyment of life; is inconsistent with City's property maintenance goals and aesthetic standards; and results in additional graffiti and in other properties becoming the target of graffiti unless it is quickly removed from public and private property. Graffiti results in visual pollution and is a public nuisance. Graffiti must be abated as quickly as possible to avoid detrimental impacts on City and County and its residents, and to prevent the further spread of graffiti.

b. Subcontractor shall remove all graffiti from any real property owned or leased by Subcontractor in the City and County of San Francisco within forty eight (48) hours of the earlier of Subcontractor's (a) discovery or notification of the graffiti, or (b) receipt of notification of the graffiti from the Department of Public Works. This section is not intended to require Subcontractor to breach any lease or other agreement that it may have concerning its use of the real property. The term "graffiti" means any inscription, word, figure, marking or design that is affixed, marked, etched, scratched, drawn or painted on any building, structure, fixture or other improvement, whether permanent or temporary, including by way of example only and without limitation, signs, banners, billboards and fencing surrounding construction sites, whether public or private, without the consent of the owner of the property or the owner's authorized agent, and which is visible from the public right-of-way. Graffiti shall not include: (1) any sign or banner that is authorized by, and in compliance with, the applicable requirements of the San Francisco Public Works Code, the San Francisco Planning Code or the San Francisco Building Code; or (2) any mural or other painting or marking on the property that is protected as a work of fine art under the California Art Preservation Act (California Civil Code Sections 987 et seq.) or as a work of visual art under the Federal Visual Artists Rights Act of 1990 (17 U.S.C. Sections 101 et seq.).

c. Any failure of Subcontractor to comply with this section of this Agreement shall constitute an Event of Default of this Agreement.

21. Card Check Agreements

The City and County of San Francisco has enacted an Ordinance at Chapter 23, Article V of its Administrative Code, commencing at Section 23.50 (the "Card Check Ordinance"), which applies to Subcontractor if the Work Program relates to or involves a Hotel or Restaurant Work Program and Subcontractor employs, or intends to employ, fifty (50) or more full or part-time employees. The terms of the Card Check Ordinance are expressly incorporated herein by this reference. To the extent Subcontractor, or its successors or assigns, employs individuals in a hotel or restaurant within the scope of the Card Check Ordinance, Subcontractor agrees, as a material condition of this Agreement, to enter into and abide by a Card Check Agreement with a Labor Organization or Organizations seeking to represent Subcontractor's employees, if and as required by the Card Check Ordinance, and to otherwise fully comply with the requirements of the Card Check Ordinance. Subcontractor recognizes that, if applicable, it must enter into a Card Check Agreement with a Labor Organization(s) as specified before executing this Agreement, and that being a party to such a Card Check Agreement is a condition precedent to the effectiveness of this Agreement.

22. **(Section for CDBG/ESG and DOJ grants only)** Labor Standards

Subcontractor agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act, the Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. §§ 276, 327-333) and all other federal, state and local laws and regulations pertaining to labor standards insofar as they apply to the performance of this Agreement.

23. **(Section for CDBG/ESG grants only)** HUD Section 3

If applicable under Title 24 of the Code of Federal Regulations ("C.F.R.") Part 135, Subcontractor agrees as follows:

a. To comply with the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u ("Section 3"). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD-assisted projects covered by Section 3, shall, to the greatest

extent feasible, be directed to low and moderate income persons, particularly persons who are recipients of HUD assistance for housing.

b. To comply with HUD's regulations 24 C.F.R. Part 135 (the "Part 135 Regulations"), which implement Section 3. As evidenced by their execution of this Agreement, the parties hereto certify that they are under no contractual obligation and they have no other impediment that would prevent them for complying with the Part 135 Regulations.

c. To send to each labor organization or representative of workers with which Subcontractor has a collective bargaining agreement or other similar understanding, if any, a notice advising the labor organization of workers representative of Subcontractor's commitments under Section 3, and will post copies of the notice in conspicuous places at all work sites where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, the availability of apprenticeship and training positions and the qualifications for each, the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.

d. To include a Section 3 clause similar to this Section 12 in every subcontract subject to compliance with the Part 135 Regulations, and to take appropriate action upon finding that a subcontractor is in violation of the Part 135 Regulations. Subcontractor shall not subcontract with any subcontractor where Subcontractor has notice or knowledge that the subcontractor has been found in violation of the Part 135 Regulations.

e. To certify that any vacant employment positions, including training positions, that are filled (1) after a contractor is selected but before the contract is executed, and (2) with persons other than those to whom the Part 135 Regulations require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under the Part 135 Regulations.

f. Subcontractor hereby acknowledges and agrees that noncompliance with the Part 135 Regulations may result in sanctions, termination of this Agreement (including termination of continued funding under this Agreement), and/or debarment or suspension from future HUD assisted contracts.

24. (Section for CDBG/ESG and DOJ grants only) Additional Federal Requirements

Subcontractor agrees to comply with the following requirements insofar as they apply to the performance of this Agreement: (a) the Clean Air Act (42 U.S.C. Sections 7401 et seq.); (b) Federal Water Pollution Control Act (33 U.S.C. Sections 1251 et seq.); (c) Environmental Protection Agency regulations pursuant to 40 C.F.R. Part 50; (d) Flood Disaster Protection Act of 1973 (42 U.S.C. Section 4001); (e) HUD's lead based paint regulations at 24 C.F.R. 570.608; and (f) the National Historic Preservation Act of 1966 (16 U.S.C. Section 470) and the procedures set forth in 36 C.F.R. Part 800 on the Historic Preservation Procedures for Protection of Historic Properties.

25. (Section for CDBG/ESG grants only) Compliance with Lobbying Provisions

In addition to, and not in substitution for, other provisions of this Agreement regarding the provision of services with the Grant Funds, Subcontractor agrees to the following provisions pursuant to the Housing and Community Development Act of 1992:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of Subcontractor, 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, and 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, Subcontractor will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

c. None of the funds, materials, property or services provided directly or indirectly under this Agreement shall be used for any partisan political activity, to further the election or defeat of any candidate for public office, or to support or defeat legislation pending before Congress.

d. Subcontractor will require that the language of this section 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 subrecipients shall certify and disclose accordingly. This is a material representation of fact upon which reliance was placed when this Agreement was made.

26. Compliance with Other Laws

Without limiting the scope of any of the preceding sections, Subcontractor shall keep itself fully informed of the City's Charter, codes, ordinances and regulations and all state, and federal laws, rules and regulations affecting the performance of this Agreement and shall at all times comply with such Charter codes, ordinances, and regulations rules and laws.