

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

The Consultant will comply with the following requirements:

1. Civil Rights Act of 1964

Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), which provides that no person in the United States shall on the ground of race, color or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

2. Section 109 of the Housing and Community Development Act of 1974

Section 109 of the Housing and Community Development Act of 1974 (the Act), as amended, which requires that no person in the United States shall on the ground of race, color, national origin or sex, 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 community development funds made available pursuant to the Act.

Section 109 of the Act further provides that any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.) or with respect to an otherwise handicapped person as provided in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) shall also apply to any program or activity funded in whole or in part with funds made available pursuant to the Act. The Consultant shall also cause compliance with Section 109 of the Act by all contractors and subcontractors providing labor or services to the Project.

3. Debarred, Suspended or Ineligible Contractor Status

Federal regulations at 24 CFR 570.609, which state that federal assistance shall not be used directly or indirectly to employ, award contracts to, or otherwise engage the services of, or fund any contractor or subrecipient during any period of debarment, suspension or placement in ineligibility status under the provisions of 24 CFR Part 24. If applicable, if clearance is not obtained for the contractor from the Department of Housing and Urban Development, this Agreement shall be null and void.

4. Compliance with Housing and Community Development Act

The Housing and Community Development Act of 1974, as amended, and the implementing regulations at 24 CFR Part 570.

5. Copyrights and Patent Rights

The Consultant will comply with all federal requirements and regulations pertaining to copyrights and rights in data, and patent rights with respect to any discovery or invention which arises or is developed in the course of or under this contract.

6. Access to Books, Documents, Papers and Records

The Department of Housing and Urban Development, the Comptroller General of the United States and the Town of Amherst, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Consultant which are directly pertinent to this agreement for the purpose of making audit, examination, excerpts and transcriptions.

7. Retention of Records

The Consultant will retain all records pertaining to this agreement for a minimum period of three years after

final payment for this agreement has been made and after all other pending matters in relationship to this agreement are closed.

8. Lobbying

- i. To the best of their knowledge and belief, no Federal appropriated funds have been paid or will be paid, by or on behalf of the parties to this Agreement, 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 entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- ii. 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, the parties to this Agreement will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions

9. Interest of Certain Federal Officials

No member of or delegate to 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.

10. Interest of Members, Officers, or Employees of Grantee, Members of Local Governing Body, or Other Public Officials

No member, officer or employee of the Consultant or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercise any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this Agreement. The Consultant shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this section.

11. Prohibition Against Payments of Bonus or Commission

The assistance provided under this Agreement shall not be used in the payment or bonus or commission for the purpose of obtaining H.U.D. approval of the application for such assistance or H.U.D. approval of applications for additional assistance, or any other approval or concurrence of H.U.D. required under this Agreement, Title I of the Housing and Community Development Act of 1974, or H.U.D. regulations with respect thereto; provided, however, that reasonable fees or bonafide technical, Consultant, managerial, or other such services, other than actual solicitation are not hereby prohibited if otherwise eligible as program costs.

12. Termination for Cause and for Convenience

The Town of Amherst has the right to terminate this agreement for cause if the Consultant fails to fulfill or comply with the terms and conditions of this agreement by giving written notice to the Consultant at least fifteen (15) days before the effective date of such termination. The Town of Amherst also has the right to

terminate this agreement at any time by giving written notice to the Consultant and specifying the effective date of said termination. In the event of termination, copies of all finished and unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports and other material prepared by the Consultant will be provided to the Town of Amherst. In the event of termination, the Consultant will be reimbursed proportionately for the work accomplished.

13. Interest of Consultant

The Consultant covenants that he/she presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services for which the Consultant was engaged. The Consultant further covenants that no person having any such interests shall be employed in the performance of the services for which the Consultant was engaged.

14. Equal Opportunity

The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, handicap, familial status, national origin or because he or she is a disabled veteran or veteran of the Vietnam era. The Consultant shall take affirmative steps to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, handicap, familial status, military status and national origin. Such actions will include, but not be limited to the following: employment, upgrading, demotion or transfers, recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; selection for training including apprenticeships; and participation in recreational and educational activities.

15. Confidentiality

Any reports, information, data, etc. given to or prepared or assembled by the Consultant in the performance of the services for which the Consultant has been engaged shall not be made available to any individual or organization without the prior written approval of the Town.