

**ATTACHMENT N 8**

**EXHIBIT D**

**ADDITIONAL TERMS AND CONDITIONS --  
PROJECT-BASED VOUCHERS**

In addition to and consistent with those requirements found in that certain Agreement to Enter Into Housing Assistance Payments (AHAP) Contract, the following provisions are incorporated into the Agreement:

- 1. Fair Housing.** The Borrower shall affirmatively further fair housing in accordance with California Fair Employment and Housing Act (FEHA) (Gov. Code §§ 12900 et seq.) and 24 CFR 92.351, as applicable. 24 CFR 5.105 (a) and Section 504 of the federal Rehabilitation Act.
- 2. Civil Rights.**
  - a. **Compliance.** The Borrower agrees to comply with Unruh Civil Rights Act (Section 51 of the California Civil Code, and the California Fair Employment and Housing Act (Chapter 7 (commencing with Section 12960) of Part 2.8 of Division 3 of Title 2 of the Government Code); Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 109 of Title I of the Housing & Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Order 11375 and 12086, as applicable.
  - b. **Nondiscrimination.** The Borrower shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age or marital status with regard to public assistance. The Borrower will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include, but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruiting advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
  - c. **Rehabilitation Act.** The Borrower agrees to comply with any federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 706) which prohibits discrimination against the handicapped in any federally assisted program. The County shall provide the Borrower with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.
- 3. Affirmative Action.**
  - a. **Approved Plan.** The Borrower agrees that it shall be committed to carry out pursuant to the County specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965.

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### b. Conduct.

- i. Assignment/Transfer. The Borrower shall not assign or transfer any interest in this Agreement without the prior written consent of the County thereto; provided, however, that claims for money due or to become due to the Borrower from the County under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the County.
- ii. Hatch Act. The Borrower agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Title V United States Code Section 1501 et seq.
- iii. Conflict of Interest.
  1. Federal. The Borrower agrees to abide by the provisions of 24 CFR 92.356 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Borrower further covenants that in the performance of this Agreement no person having such a financial interest shall be employed or retained by the Borrower herein. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the County or any designated public agency or Borrower's which are receiving funds under the Veterans Affairs Supportive Housing Project Based Voucher Program.
  2. State. The Borrower agrees to abide by the provisions of the State Political Reform Act and Levine Act and the regulations promulgated to effectuate the State's conflict of interest laws.
- iv. Drug Free Workplace. Borrower certifies that it will maintain a drug-free workplace as defined by HUD on project(s) funded by this Agreement.
- v. Religious Organization. The Borrower agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interest, or for the benefit of a religious organization in accordance with federal regulations specified in 24 CFR 92.257.

### 4. **Environmental Conditions.** [Insert mitigation measures]

- a. Air and Water. The Borrower agrees to comply with the following regulations insofar as they apply to the performance of this Agreement:
  - i. Clean Air Act, 42 U.S.C., 1857, et seq.
  - ii. Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended 1318 relating to inspection, monitoring, entry, reports, and

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information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

- iii. Environmental Protection Agency (EPA) regulations pursuant to 40 CFR, Parts 50 and 58, as amended.
- iv. National Environmental Policy Act of 1969.
- v. HUD Environmental Review Procedures (24 CFR, Part 58).

b. Flood Disaster Protection.

The Borrower agrees to comply with the requirements of the Flood Disaster Protection Act of 1973 (P.L. 2234), including as applicable any regulations set forth in 24 CFR Part 55 (implementing Executive Order 11988), in regard to the sale, lease or other transfer of land acquired, cleared or improved under the terms of this Agreement, as it may apply to the provisions of this Agreement.(c)

c. Lead-Based Paint.

The Borrower agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 92.355, and 24 CFR Part 35, and in particular Sub-Part B thereof. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants or properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning.

d. Historic Preservation.

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

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, State, or local historic property list.

5. **Violence Against Women Act (VAWA) Requirement Compliance.** Borrower acknowledges and agrees that compliance with the Violence Against Women Act (VAWA) requirements set forth in 24 CFR part 5, subpart L, as described in 24 C.F.R. § 983.4, is a condition to receiving the Loan and that failure to comply with the VAWA requirements is considered a breach under this Agreement.