

**EQUAL EMPLOYMENT OPPORTUNITY AGREEMENT**

This **EQUAL EMPLOYMENT OPPORTUNITY AGREEMENT** ("Agreement") is entered into as of \_\_\_\_\_, 201\_, by and among \_\_\_\_\_ ("General Contractor"), a \_\_\_\_\_ [limited liability company], with a place of business at c/o \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_ ("Borrower"), a \_\_\_\_\_ [limited liability company], with a place of business at c/o \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, and the **NEW YORK STATE HOUSING FINANCE AGENCY** ("Agency"), a public benefit corporation having its principal place of business at 641 Lexington Avenue, New York, New York 10022.

W I T N E S S E T H:

WHEREAS, Borrower has contracted with General Contractor to construct and/or rehabilitate a project known as \_\_\_\_\_ ("Project") located in \_\_\_\_\_ County, New York; and

WHEREAS, the Project is to be financed in part through the issuance of bonds by the Agency, and the Agency requires as a condition of its financing that the General Contractor and the Borrower agree to the provisions set forth herein to ensure that no individual is discriminated against on the basis of age, race, creed, color, national origin, marital status, or gender;

NOW, THEREFORE, the parties agree as follows:

**DEFINITIONS**

Minority or Minorities shall mean:

- (1) Black persons having origins in any of the Black African racial groups;
- (2) Hispanic persons of Mexican, Dominican, Puerto Rican, Cuban, Central or South American of either Indian or Hispanic origin, regardless of race;
- (3) Asian and Pacific Islander persons having origins in any of the original peoples of the Far East countries, Southeast Asia, the Indian subcontinent, or the Pacific Islands; or
- (4) Native American or Alaskan Native persons having origins in any of the original peoples of North America.

## EQUAL EMPLOYMENT OPPORTUNITY

- A. The Borrower and General Contractor shall ensure equal employment opportunity for all individuals and shall incorporate this requirement in all subcontracts under the Project unless specifically exempted therefrom in writing by the Agency. If the Agency deems it appropriate, in its discretion, the Borrower and/or General Contractor shall engage an affirmative action officer acceptable to the Agency to monitor compliance with the Agency's requirements under this Agreement by the General Contractor and all subcontractors and furnish the Agency with such reports as the Agency requires to verify compliance.
  
- B. The Borrower and General Contractor shall make every reasonable effort to achieve the workforce goals for minorities and women based on certain percentages to be determined by the Agency. The Borrower and General Contractor must demonstrate equal employment efforts under the Project at least as extensive as the following:
  - 1. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites and in all facilities at which the General Contractor's employees are assigned to work under the Project. The General Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the General Contractor's obligation to maintain such a working environment with specific attention to minorities and women working at such site or in such facilities.
  - 2. Establish and maintain a current list of recruitment sources for minorities and women, provide written notification to these sources when the General Contractor or its unions have employment opportunities available, and maintain a record of each organization's response.
  - 3. Maintain a current file of the names, addresses, telephone numbers, and the action taken with respect to each "walk-in" application from minorities or women and referrals from a union for a recruitment source for minorities or women.
  - 4. Disseminate the General Contractor's nondiscrimination policy relating to the Project by providing notices of it to unions and training programs and requesting their cooperation in assisting the General Contractor in meeting its equal employment opportunities obligations, by including it in such company publications that refer to the Project, by including it in any advertising including, but not limited to, any notices of available jobs, and by informing other contractors and subcontractors of it.
  - 5. Review at least annually the General Contractor's nondiscrimination policy and equal employment obligations under this Agreement with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions and conduct a specific review of these items with on-site supervisory

personnel, such as superintendents and general foremen, before the initiation of construction work at any job site. A written record shall be maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

6. Direct its recruitment efforts, both oral and written, to community organizations representing the interests of minorities and/or women, to schools with minority students, and to recruitment and training organizations serving the General Contractor's recruitment area and employment needs for this Project. Not later than one month prior to the date for acceptance of applications for apprenticeship or other training by any recruitment source, the General Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
7. Encourage present minority and women employees to recruit others similarly situated and, where reasonable, provide after-school, summer and vacation employment to minority and women students both on the site and in other areas of the General Contractor's work force.
8. Be able to demonstrate the validity of all employment tests and other personnel selection methods.
9. Conduct, at least annually, an inventory and evaluation of all minority and women personnel for promotional opportunities under this Project and encourage these employees to seek or to prepare for, through appropriate apprenticeship training, such opportunities.
10. Ensure that seniority practices, job classifications, work assignments, and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the nondiscrimination policy and the General Contractor's obligations under this Agreement are being carried out.
11. Conduct a review, at least annually, of all supervisors' adherence to and performance pursuant to this Agreement.
12. Inform subcontractors of their obligations relating to the goals of minority and female employment and training.
13. The General Contractor shall maintain written documentation of its activities pursuant to sections (1) through (12) of this Paragraph, for a period until two years after completion of the Project, in such form as will enable the Agency to verify compliance therewith, and which documentation shall be submitted to the Agency or its representatives upon Project close-out.

- C. A failure by the General Contractor to comply with any provision of this Agreement will be deemed by the Agency to be a default of the General Contractor's obligations. Borrower hereby constitutes the Agency as its agent, coupled with an interest, for the purpose of prosecuting such a default and seeking appropriate remedies. The General Contractor must demonstrate compliance with this Agreement by at least performing the following:
1. Incorporate or cause to be incorporated the requirements of this Agreement in every subcontract the General Contractor enters into under this Project, unless specifically exempted therefrom in writing by the Agency.
  2. Maintain monthly reports using Attachment No. 1 (Workforce Utilization Report) attached hereto, showing the number of minority and women employees in each trade and ethnicity, the hours worked by minority and women employees for each trade and ethnicity, and such other information as the Agency may reasonably require from the General Contractor and its subcontractors. Such reports shall be submitted quarterly to the Agency or its representatives.
  3. The Agency may conduct a compliance review at such reasonable times, and in such reasonable manner as it deems necessary, to effectuate this Agreement.

This Agreement may be executed in any number of counterparts or duplicates, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by representatives duly authorized to bind them, as of the day and year first above written.

**BORROWER:**

\_\_\_\_\_,  
a *[limited liability company]*

By: \_\_\_\_\_,  
a *[limited liability company]*  
its *[managing member]*

By: \_\_\_\_\_  
*[Name: \_\_\_\_\_]*  
*[Title: \_\_\_\_\_]*

**GENERAL CONTRACTOR:**

\_\_\_\_\_,  
a *[limited liability company]*

By: \_\_\_\_\_  
*[Name: \_\_\_\_\_]*  
*[Title: \_\_\_\_\_]*

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by representatives duly authorized to bind them, as of the day and year first above written.

**AGENCY:**

**NEW YORK STATE HOUSING FINANCE AGENCY**

By: \_\_\_\_\_  
[Name: \_\_\_\_\_]  
Vice President

Approved by: \_\_\_\_\_  
Vice President, Office of Economic Opportunity and  
Partnership Development

Attachment No. 1 of the EEO Agreement:  
Workforce Utilization Report

(See attached)