

**UNITED STATES OF AMERICA  
DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
OFFICE OF  
FAIR HOUSING AND EQUAL OPPORTUNITY  
VOLUNTARY COMPLIANCE AGREEMENT**

**BETWEEN**

**UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
AND  
THE CHICAGO HOUSING AUTHORITY  
REGARDING  
SECTION 3 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT  
(12 U.S.C. § 1701U)**

**CHICAGO HOUSING AUTHORITY  
VOLUNTARY COMPLIANCE AGREEMENT**

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**I. INTRODUCTION**

The Chicago Housing Authority (“CHA”) is a public housing authority and a recipient of federal financial assistance from the United States Department of Housing and Urban Development (“HUD” or “Department”). The CHA receives various funding from HUD, including operating subsidies, capital funds, and HOPE VI grants. Those funds are “Public and Indian housing assistance” as defined in the implementing regulations for Section 3 of the Housing and Community Development Act of 1968, 12 U.S.C. § 1701u (“Section 3”) at 24 C.F.R. § 135.3(a). Section 3 requires that employment and other economic opportunities generated by Federal financial assistance for housing and community development programs are, to the greatest extent feasible, directed toward low-income and very low-income persons, particularly those who are recipients of government assistance for housing.

During the three-year period between 2008 and 2010, the CHA received approximately one billion dollars in funding from HUD, including operating subsidies, capital funds, HOPE VI grants, and special funding provided under the American Recovery and Reinvestment Act of 2009. During the same three-year period, the CHA awarded over 1.3 billion dollars in construction and other contracts.

In June of 2011, local businesses and CHA residents expressed to the Department concerns regarding the CHA’s compliance with the statutory and regulatory requirements of Section 3. A subsequent review of the CHA’s Section 3 reports to HUD established that, while the CHA had awarded several hundred million dollars in Section 3 covered contracts in the years 2008, 2009 and 2010, it had not awarded any of these contracts to Section 3 business concerns. As a result, on July 5, 2011, HUD’s Assistant Secretary for Fair Housing and Equal Opportunity (“FHEO”) notified the CHA that HUD was commencing a review of the CHA’s Section 3 practices, pursuant to 24 C.F.R. § 135.74. The HUD investigation team conducted an onsite review during the week of August 29, 2011, with the full cooperation of the CHA.

The Department's investigation concluded that the CHA was not in full compliance with the requirements of Section 3. On January 5, 2012, the Department issued to the CHA a Letter of Findings of Noncompliance ("LOF"). Specifically, the Department's findings concluded that CHA: 1) failed to provide employment opportunities to the "greatest extent feasible" because it narrowly restricted Section 3 related programs to its public housing residents only and did not meet the Section 3 safe harbor in connection with its internal hiring; 2) failed to provide business opportunities to the "greatest extent feasible" to Section 3 business concerns; 3) failed to notify Section 3 business concerns about contracting and subcontracting opportunities; 4) failed to include the complete Section 3 clause in its contracting documents; and 5) failed to document impediments to contracting with Section 3 business concerns.

The CHA agrees to enter into this Voluntary Compliance Agreement ("Agreement" or "VCA") in order to address the findings of noncompliance in HUD's January 5, 2012 Letter of Findings and to fully comply with the requirements of Section 3 of the Housing and Community Development Act of 1968. By entering into this VCA, the CHA is not admitting liability with respect to the matters raised in the LOF, nor with respect to any of the statutes or regulations referenced above.

## II. DEFINITIONS

The definitions set forth in this section will be used for the implementation and interpretation of the terms of this Agreement. Any term not defined herein will have the definition given to it in the Regulations implementing Section 3, 24 C.F.R. Part 135.

*Contractor* means any entity which contracts to perform work generated by the expenditure of Section 3 covered assistance, or for work in connection with a Section 3 covered project.

*Metropolitan area* means a metropolitan statistical (MSA) area as established by the Office of Management and Budget.

*New hires* mean full-time employees for permanent, temporary or seasonal employment opportunities.

*Public housing resident* has the meaning given to this term in 24 C.F.R. Part 963.

*Public and Indian housing assistance* includes Public and Indian housing development assistance provided pursuant to Section 5 of the U.S. Housing Act of 1937 ("1937 Act"), Public and Indian housing operating assistance provided pursuant to section 9 of the 1937 Act, and Public and Indian housing moderation assistance provided pursuant to section 14 of the 1937 Act.

*Private property management company* means any entity that has contracted with the CHA to manage, operate or oversee a physical property or a dwelling owned or held by the CHA, including mixed finance developments.

*Recipient* means any entity which receives Section 3 covered assistance, directly from HUD or from another recipient and includes, but is not limited to, any State, unit of local government, PHA, IHA, Indian tribe, or other public body, private or public nonprofit

organization, private agency or institution, mortgagor, developer, limited dividend sponsor, builder, property manager, community housing development organization, resident management corporation, resident council, or cooperative association. Recipient also includes any successor, assignee or transferee of any such entity, but does not include any ultimate beneficiary under the HUD program to which Section 3 applies, and does not include contractors.

*Regulations* means, unless specified otherwise, the implementing regulations for Section 3 at 24 C.F.R. Part 135.

*Section 3 clause* means the contract provisions set forth in 24 C.F.R. § 135.38.

*Section 3 covered activity* means any activity which is funded by Public and Indian housing assistance.

*Section 3 covered assistance*, with respect to public housing authorities, means HUD assistance to which the obligation to provide training, employment, contracting and other economic opportunities under Section 3 apply, including: 1) Public and Indian housing development assistance provided pursuant to Section 5 of the 1937 Act; 2) Public and Indian housing operating assistance provided pursuant to Section 9 of the 1937 Act; 3) Public and Indian housing modernization assistance provided pursuant to Section 14 of the 1937 Act; and 4) any other HUD funds, regardless of the HUD program, utilized for the operation, modernization or rehabilitation of public housing properties or developments as defined under those statutes.

*Section 3 covered contract* means a contract or subcontract (including a professional service contract) awarded by a recipient or contractor for work generated by the expenditure of Section 3 covered assistance, or for work arising in connection with a Section 3 covered project. "Section 3 covered contracts" do not include contracts for supplies and materials. However, whenever a contract includes the installation of the materials, the contract constitutes a Section 3 covered contract.

*Section 3 resident* means 1) a public housing resident, or 2) an individual who resides in the metropolitan area or nonmetropolitan county in which the Section 3 covered assistance is expended, and who is a low-income person (defined to mean families, including single persons, whose income does not exceed 80 percent of the median income for the area as determined and adjusted by HUD), or a very low-income person (defined to mean families, including single persons, whose income does not exceed 50 percent of the median family income for the area as determined and adjusted by HUD).

*Section 3 business concern* means a business concern 1) that is 51 percent or more owned by Section 3 residents; or 2) whose permanent, full-time employees include persons, at least 30 percent of whom are currently Section 3 residents, or within three years of the date of first employment with the business concern were Section 3 residents; or 3) that provides evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications set forth in paragraphs (1) or (2) in this definition of *Section 3 business concern*.

*Subcontractor* means any entity (other than a person who is an employee of the contractor) which has a contract with a contractor to undertake a portion of the contractor's obligation for the performance of work generated by the expenditure of Section 3 covered assistance, or arising in connection with a section 3 covered project.

### **III. TERMS OF AGREEMENT**

#### **A. General Provisions**

##### **1. Duration of the Agreement**

This Agreement shall govern for a period of five (5) years from the Effective Date of the Agreement. The fifth year of the Agreement shall be waived if the CHA is deemed by HUD to be in compliance with the provisions of this Agreement at the end of the fourth year.

##### **2. Effective Date**

This Agreement will become effective on the date that it is executed by the Assistant Secretary for Fair Housing and Equal Opportunity or his designee. In calculating compliance with the first year contracting benchmarks specified in Section III.(B)(2)(c)(ii)(1), the CHA and the Assistant Secretary for Fair Housing and Equal Opportunity or his designee may agree in writing, subsequent to the execution of this Agreement, to include contracts executed during the eight months before the Effective Date.

##### **3. No Third Party Beneficiary**

This Agreement does not increase or diminish the ability of any person or class of persons to exercise their rights under Section 3. Individuals or classes of persons who may have rights under Section 3 or its implementing regulations are not parties or third party beneficiaries of this Agreement. Nothing in this Agreement shall be construed as creating any right in a third party to enforce any provision of this Agreement or to assert any claim against the CHA or HUD.

##### **4. Liability**

Nothing in this Agreement will be deemed to be an admission of any liability on the part of the CHA. This Agreement does not release the CHA from any claims, damages, penalties, issues, assessments, disputes or demands arising under the False Claims Act, 31 U.S.C. § 3729, *et seq.*, or any other statutory, administrative, regulatory or common law claims. Additionally, this Agreement and any payments made in connection therewith cannot be used to offset or reduce any claims, damages, penalties, assessments or damages arising under the False Claims Act or any other statutory, administrative, regulatory or common law claims.

5. Public Document

This Agreement is a public document. A copy of this Agreement shall be made available to any person for review in accordance with HUD's and the CHA's public disclosure obligations, including the Freedom of Information Act.

6. Interpretation

- a. To the extent that any prior or contemporaneous HUD guidance (written or oral) in the form of letters, opinions or similar guidance regarding the CHA's obligations, responsibilities, or responsibilities under Section 3 conflicts with this Agreement, this Agreement is the controlling document from the Effective Date of the Agreement.
- b. If new Section 3 regulations are promulgated by HUD during the effective period of this Agreement, HUD will have the right to require that the CHA follow the provisions of the new regulations instead of any conflicting provisions of this Agreement, after giving notice with a reasonable time to comply.

7. Retaliation

The CHA shall refrain from retaliating against any person who has: 1) exercised or will exercise his or her legal rights under Section 3; 2) participated in or will participate in any manner with a Section 3 compliance review; or 3) participated in any manner in protecting the rights of Section 3 residents or businesses, or any person associated with a person who has engaged or will engage in any of the abovementioned activities.

8. Funding Applicability

Subject to Sections III.(A)(9) and (10), this Agreement covers any activity by the CHA which is funded with Public and Indian housing assistance, including housing development assistance, operating assistance, modernization assistance and any other HUD funds regardless of HUD program utilized for the operation, modernization or rehabilitation of public housing properties or developments. See Section II, Definitions.

**B. Specific Provisions**

1. Section 3 Oversight and Administration.

- a. Within ninety (90) days of the Effective Date of this Agreement, the CHA shall hire or appoint appropriate personnel to serve as the Section 3 Administrator to oversee and manage compliance with the provisions of this Agreement and to administer the CHA's Section 3 Program. The identity, qualifications, position description and powers of that person must be provided

to HUD. That person shall have the requisite qualifications and training to perform the functions of the position.

- b. The CHA shall notify the Department in writing prior to removing or replacing the designated Section 3 Administrator.
- c. The CHA shall take all appropriate measures to ensure that the person so hired or appointed will have the proper authorization and powers to ensure compliance by the CHA with the Agreement and Section 3.

## 2. Section 3 Plan

- a. Within 120 days of the Effective Date of this Agreement, the CHA shall develop and forward to HUD for review and approval, a written Section 3 Plan covering Section 3 employment, contracting (including subcontracting), and training opportunities.
- b. No changes may be made to this plan without the written consent of HUD.
- c. The Section 3 Plan will:
  - i. Establish policies, procedures and practices to ensure that all internal hiring, and contracting activities comply with regulatory requirements at 24 C.F.R. Part 135.
  - ii. Establish a mechanism to ensure to the maximum extent feasible, within 4 years of the Effective Date of this Agreement, at least 10% of the total dollar amount of all Section 3 covered contracts for building trades work for maintenance, repair, modernization, or development of public or Indian housing, or for building trades work arising in connection with housing rehabilitation, housing construction and other public construction be awarded to Section 3 business concerns. The benchmarks to reach that 10% goal to are:
    - (1) One year from the Effective Date of this Agreement—the CHA’s goal is to ensure that at least 3% of the total dollar amount of all contracts and subcontracts for building trade work for maintenance, repair, modernization, development, rehabilitation or construction of housing or other public construction is awarded to Section 3 business concerns;
    - (2) Two years from the Effective Date of this Agreement—the CHA’s goal is to ensure that at least 5% of the total dollar amount of all contracts and subcontracts for building trade work for maintenance, repair, modernization, development, rehabilitation or construction of housing or other public construction is awarded to Section 3 business concerns;

- (3) Three years from the Effective Date of this Agreement—the CHA’s goal is to ensure that at least 8% of the total dollar amount of all contracts and subcontracts for building trade work for maintenance, repair, modernization, development, rehabilitation or construction of housing or other public construction is awarded to Section 3 business concerns; and
  - (4) Four years from the Effective Date of this Agreement—the CHA’s goal is to ensure that at least 10% of the total dollar amount of all contracts and subcontracts for building trade work for maintenance, repair, modernization, development, rehabilitation or construction of housing or other public construction is awarded to Section 3 business concerns.
- iii. Establish a mechanism to ensure to the maximum extent feasible at least 3% of the total dollar amount of all other Section 3 covered contracts be awarded to Section 3 business concerns.
  - iv. Establish a mechanism to ensure to the maximum extent feasible that at least 30% of the aggregate number of new hires is Section 3 residents.
  - v. Require contractors to develop a Section 3 plan detailing how they will comply with the requirements of Section 3. The plan should include, but not be limited to, specific information about the contractor’s current workforce, plans for hiring additional employees, anticipated subcontracting needs, and strategies for targeting Section 3 residents and business concerns for new economic opportunities.
  - vi. Establish a process by which the CHA will facilitate the self-certification of Section 3 residents and business concerns.
  - vii. Provide for the development and maintenance of a list of Section 3 business concerns. This list shall be provided to all successful contracting bidders in an effort to facilitate the award of subcontracts to Section 3 business concerns.
  - viii. Establish a process to inform Section 3 businesses of contracting opportunities.
  - ix. Establish a policy whereby all contractors will access the Section 3 resident list located at Section III.(B)(7)(e)(i)(1) of this Agreement prior to making new hires.

### 3. Section 3 Business Concerns

#### a. Contracting

i. Private Management Company Contracting

- (1) In any contract with private management companies entered into after this Agreement becomes effective, whether those contracts are new, extensions or renewals:
  - (a) The CHA must require the private management company to award, to the greatest extent feasible, at least 10% of the total dollar amount of all contracts for maintenance, repair, modernization or development to Section 3 business concerns and at least 3% of all other contracts to Section 3 business concerns.
  - (b) The CHA may also require the private management companies to solicit specifically section 3 business concerns.
  - (c) In order to meet the 10% (3% for non-construction related contracts) requirement, the CHA shall insert a provision in its contracts with private management companies that allows the management companies to break down their large contracts into smaller contracts that are more suitable for Section 3 business concerns.
  - (d) The CHA shall insert a provision in its contracts with private management companies that allows the CHA to require private management companies to give a preference to Section 3 business concerns when they contract.

ii. Existing Contracts

- (1) The CHA must perform an audit of all existing Section 3 covered contracts, including property management contracts, and identify to HUD, within 120 days of the Effective Date of this Agreement, those contracts that will last 2 years or longer after this Agreement becomes effective or those contracts that are three (3) million USD or more in size.
- (2) Within 180 days of the Effective Date of this Agreement, the CHA shall identify to HUD all current contracts identified above in Section III.(B)(3)(a)(ii)(1) that are not in compliance with the contracting/subcontracting goals of Section 3.
- (3) If after the first year of implementation of this Agreement, the CHA fails to meet the numerical goals set forth in Section III.(B)(2)(c)(ii), the CHA shall revise its procurement policies consistent with 24 C.F.R. Part 135, App. III Examples of Procurement Procedures that Provide for Preference for Section 3 Business Concerns.

iii. Renegotiating Existing Long Term Contracts

HUD may, in its discretion, require the CHA to renegotiate some or all of those contracts identified in Section III(B)(3)(a)(ii) to bring them in full compliance with the requirements of Section 3 and this Agreement.

iv. Section 3 Clause

The CHA must ensure that the Section 3 clause is inserted in all appropriate contracting documents, including subcontracting documents. *See*, 24 C.F.R. § 135.38 (A-G).

- v. The CHA and contractors will follow the contracting preference order as set forth in 24 C.F.R. § 135.36.

4. Other Economic Opportunities

The CHA will require a contractor that can demonstrate that it has no need or plan to subcontract or hire, or that can demonstrate that it has attempted, to the maximum extent feasible, to meet Section 3 hiring and contracting goals, to provide other economic opportunities as follows, consistent with 24 C.F.R. § 135.40:

- a. The contractor will provide to the CHA a plan as to how it will offer other economic opportunities to Section 3 residents and business concerns. The CHA will report in its semi-annual reports to HUD, the nature, extent and outcome of the other economic opportunities thus provided.
- b. CHA may not require a contractor to make a Section 3 Fund contribution in lieu of indirect participation, mentorship program participation, or other results-oriented economic opportunities.
- c. A contractor may provide the following “other economic opportunities” under this subsection.
  - i. Section 3 Fund: a contractor may contribute the difference between 10% of the covered contract amount (3% for non-construction related contracts) and the actual amount it provided to Section 3 business concerns to the CHA’s Section 3 Fund. The amount contributed shall not exceed five hundred thousand dollars for any one contract; and/or
  - ii. Indirect Participation: “Indirect Participation” allows a contractor to count a percentage of payments, as specified in the CHA’s Section 3 Plan, made to Section 3 business concerns unrelated to a CHA contract for the purposes of calculating whether the contractor met Section 3 goals for that CHA contract. The specific operation of “Indirect Participation”

will be detailed in the Section 3 Plan required under Section III.(B)(2); and/or

iii. Mentorship Program Participation: “Mentorship Program” is a program designed to provide mentorship and/or training that benefit Section 3 residents or business concerns. The specific operation of “Mentorship Program” will be detailed in Section 3 Plan required under Section III.(B)(2); and/or

iv. Other Results-Oriented Economic Opportunities: “Other Results-Oriented Economic Opportunities” are results-oriented and quantifiable programs designed to provide economic opportunities to Section 3 residents, including, but not limited to, Section 3 joint ventures, teaming agreements or combination of other economic opportunities. A contractor must submit to the CHA a plan detailing these “Other Results-Oriented Economic Opportunities” and receive an approval prior to implementation. The specific operation of “Other Results-Oriented Economic Opportunities” will be detailed in the Section 3 Plan required under Section III.(B)(2).

d. A contractor that has a need to hire or subcontract may not use the CHA Section 3 Fund to substitute for its obligation to comply with Section 3. However, a contractor that has demonstrated that it has attempted, to the maximum extent feasible, to meet its Section 3 hiring and contracting goals may satisfy its Section 3 obligations by engaging in Indirect Participation, Mentorship Program Participation, and/or Other Results-Oriented Economic Opportunities activities as alternative means to achieving Section 3 goals, in lieu of making a Section 3 Fund contribution.

#### 5. Section 3 Business Concern Certification Process

a. The CHA must include in its Section 3 Plan, as required under Section III.(B)(2) of this Agreement, a plan for compiling and maintaining a registry of Section 3 business concerns.

b. The CHA may rely on contractor and sub-contractor self-certification. HUD and the CHA will work together to create a form for self-certification, which will include language identifying penalties for false certifiers. While CHA will maintain the Section 3 Business Concern registry, the self-certifications will be made to HUD. If the CHA has reason to believe that any Section 3 Business Concern on the registry has provided a false certification of Section 3 eligibility, the CHA shall promptly inform HUD of the alleged false certification. In the event that HUD learns, from CHA or any other source, that any Section 3 Business Concern on the registry has falsely certified to Section 3 eligibility, HUD may initiate a review of the self-certification and, if appropriate, take enforcement action against the false-certifier, including but not limited to

debarment. In the event that HUD's Office of Fair Housing and Equal Opportunity initiates a debarment referral to HUD's Office of the Regional Counsel or initiates other enforcement action, CHA will immediately cease doing business with the alleged false certifier, until HUD has concluded its investigation and any enforcement proceedings.

c. Obligation to Maintain Section 3 Status.

A contractor that received a contract or subcontract based on its Section 3 eligibility from Section 3 employees shall maintain, to the maximum extent feasible, its Section 3 employees for the duration of the contract. The CHA will include in its Section 3 Plan requirements that a contractor notify the CHA of the loss of its Section 3 eligibility and requirements that the CHA permit such contractor a reasonable opportunity to cure the loss of Section 3 eligibility. The Section 3 Plan will also include penalties for failure to comply with this provision.

d. The CHA may, on its own initiative, modify or revise its self-certification scheme, with advance written notice and consent of HUD.

6. Section 3 Employment (Including Employment of Private Management Companies)

a. By the end of the first year of this Agreement, CHA's contractors who have made new hires will, to the maximum extent feasible, meet the numerical goals for the employment of Section 3 residents, as set forth in 24 C.F.R. § 135.30(4)(b) or demonstrate the infeasibility of meeting such goals. Contractors demonstrating such infeasibility must then provide other economic opportunities, such as Indirect Participation, Mentorship Program participation, as detailed in III. (B)(4), above, or contribution to the Section 3 Fund in an amount of 5% of the total dollar amount of the contract for building, trade work or 1.5% for other contracts. The amount contributed shall not exceed one hundred thousand dollars (\$100,000) for any one contract.

b. A contractor or subcontractor that has the need to hire may not use the CHA Section 3 Fund or other economic opportunities to substitute for its obligation to comply with Section 3.

c. For those contractors who fail to meet the employment goals after one year, the Section 3 contract clause for those contractors will be appended to include the provisions of 24.C.F.R. 135 App. I. Examples of Efforts to Offer Training and Employment Opportunities to Section 3 Residents.

d. Monitoring Section 3 Hires

The CHA will take the following actions to ensure that to the greatest extent feasible its contractors provide employment opportunities to Section 3 residents

for the life of Section 3 covered contracts.

- i. **Building Trade Contracts:** The CHA shall require building trade contractors to submit payroll and hiring reports on a weekly basis. The CHA shall utilize these payroll and hiring reports to monitor compliance with the numerical goals for the employment of Section 3 residents, as set forth in 24 C.F.R. § 135.30(b). The CHA's Section 3 Plan shall include the frequency with which and the methods by which the CHA must monitor compliance with the numerical goals for the employment of Section 3 residents on building trade contracts.
  - ii. **All Other Contracts:** The CHA shall require all other contractors to submit hiring reports on a weekly basis. The CHA shall utilize these hiring reports to monitor compliance with the numerical goals for the employment of Section 3 residents, as set forth in 24 C.F.R. § 135.30(b). The CHA's Section 3 Plan shall include the frequency with which and the methods by which the CHA must monitor compliance with the numerical goals for the employment of Section 3 residents on all other contracts.
  - iii. The CHA shall conduct site visits to monitor contracts. The CHA's Section 3 Plan shall provide for the frequency of site visits.
- e. **Internal Hiring**
- i. Within thirty (30) days of HUD's approval of the Section 3 Plan, the CHA must submit to HUD for approval a revised hiring policy that implements Section 3 requirements for its internal hiring.
  - ii. At the end of each semi-annual report cycle (See Section VI. Reporting) for this Agreement, the CHA will document the total number of new hires at the CHA for the preceding six months and determine the number of Section 3 new hires of that total.
  - iii. Where it is infeasible for the CHA to meet the numerical goals for employment as set forth in 24 C.F.R. § 135.30(4)(b), the CHA shall demonstrate to HUD the other economic opportunities that it provides to its resident and the community, including, but not limited to, the following services: scholarship, recreational, youth, learning enrichment, after school, child care, senior services, and job preparation programs and/or other economic opportunities such as Indirect Participation, Membership Program Participation and/or Other Results-Oriented Economic Opportunities.
  - iv. The CHA must to the maximum extent feasible hire Section 3 Residents for vacancies as prescribed by the Section 3 Plan. The CHA may not use the provision of other economic opportunities to substitute for this requirement.

- f. The CHA will follow the priority order of the regulations concerning Preferences for Section 3 Residents in training and employment opportunities set forth in 24 C.F.R. § 135.34(a).

## 7. Outreach and Training Efforts

- a. Within 30 days of the Effective Date of this Agreement, CHA must hold an internal information session on the provisions of this Agreement with its key managers and staff.
- b. With the Section 3 Plan, the CHA must also submit to HUD for approval new Section 3 training and outreach materials drafted to accurately describe the requirements of this Agreement and the Regulations. While the Agreement is in effect, the CHA must receive approval from HUD to use any new or modified Section 3 materials for its training/outreach efforts. The materials will be reviewed within a reasonable time of receiving the materials.
- c. After HUD approves its outreach/training materials, the CHA must promptly engage in outreach and education efforts, especially targeting business communities and potential Section 3 business concerns in a manner consistent with the Section 3 Plan. It should coordinate its outreach efforts with local chambers of commerce and other organizations and agencies that engage in business growth activities. Outreach efforts for all Section 3 activities should include, but are not limited to, posting notices on its website, posting notices in the common areas or other prominent areas of its housing developments, advertising through local media, such as community television networks, newspapers of general circulation, minority owned newspapers, local business trade magazines/flyers and radio advertising. The CHA shall include in its monitoring reports a schedule of events, attendees, and activities under this section.
- d. HUD may, in its discretion, direct the CHA to increase its outreach efforts or direct it to focus its outreach efforts on particular groups, organizations or a subset of Section 3 residents or Section 3 business concerns.
- e. Expansion of Services to Non-Public Housing Section 3 Residents
  - i. Within one year of the Effective Date of this Agreement, the CHA must take the following measures to ensure the benefits of the Section 3 program will extend to all Section 3 residents:
    - (1) Build, maintain and expand its database of Section 3 residents and their job qualification information. The database must be searchable and accessible by the public, including persons who seek to register in the database and potential employers and business concerns that are seeking to hire. However, no private information beyond the name, job

qualifications and experience will be displayed publicly, except the contact information specified by the person. The Section 3 Plan will address privacy rights of individuals on the database.

- (2) Ensure all Housing Choice Voucher holders, as well as individuals living in subsidized or assisted housing, are given the opportunity to be included in the abovementioned database. These opportunities shall be extended to voucher holders at the time of certification or recertification. This provision is not intended to create an additional requirement of tenants to provide information to CHA. The provision requires the CHA to seek the information from tenants on a voluntary basis only.
- (3) Collaborate with the employment offices, workforce development offices, community organizations, the Small Business Administration (SBA), and other social services offices managed by state and/or local governments both in order to notify Section 3 residents, as defined in this Agreement, of potential job openings and to incorporate as much job qualification information of Section 3 residents in the CHA's database as possible. In this effort, the CHA will sponsor quarterly meetings with identified partners to share information with Section 3 residents. These meetings will be held on a rotating basis in various low-income neighborhoods in the CHA's service area. The meeting venues will not be limited to CHA properties.
- (4) Engage in outreach efforts to educate contractors, business entities and Section 3 residents about the availability of the Section 3 resident database, including providing a notice about the database to Housing Choice Voucher holders it services.
- (5) The CHA will follow the priority order of the regulations concerning Preferences for Section 3 Residents in training and employment opportunities set forth in 24 C.F.R. § 135.34(a).

## 8. Section 3 Fund

- a. The CHA may collect monetary payments from contractors to be deposited to the CHA Section 3 Fund consistent with Sections III.(B)(3), III.(B)(4), and III.(B)(5) of this Agreement.
- b. Any funds collected by the CHA for the Section 3 Fund must be expended for purposes related to Section 3. If the funds are expended for training or education, adequate outreach efforts must be made to ensure that the benefits of the training follow the priority order of the regulations concerning Preference for Section 3 Residents in training and employment opportunities as set forth at 24 C.F.R. § 135.34(a).

- c. With respect to activities funded by the Section 3 Fund, the CHA shall sponsor no less than two workshops per year at no charge to participants during the effective period of this Agreement for Section 3 residents and Section business concerns. In conducting these workshops, the CHA should collaborate with the SBA and/or other qualified organizations for the purpose of providing the training. The workshop trainings shall include, but not be limited to, training on starting a business; writing a business plan; business expansion and retention; outreach and advertising; financial information regarding lines of credit; loan programs; bonding and insurance; and government contracting.
- d. This Agreement does not prohibit the CHA from incorporating into Section 3 covered contracts an additional negotiated provision for a specific number of public housing or other Section 3 residents to be trained or employed on the Section 3 covered project.
- e. The funds collected in connection with the CHA's Section 3 activities prior to this Agreement must be utilized in connection with its Section 3 activities.
- f. The CHA shall provide scholarships each year this Agreement is in effect for the purpose of enrolling Section 3 residents in any available apprenticeship programs for the building trades such as plumbing, carpentry, electrical, etc. The financial assistance may be used for the payment of tuition, union initiation fees, dues, tools, equipment and work clothing. The CHA shall create a competitive process to determine eligibility for the scholarships.

#### **IV. MONITORING AND ENFORCEMENT BY CHA**

The CHA must establish an active Section 3 enforcement and monitoring process and put appropriate personnel in place to do so, consistent with the terms of this Agreement. Its process must be capable of monitoring the CHA's internal compliance with its Section 3 Plan, Section 3 goals and this Agreement, and monitoring contractors, subcontractors and private property management companies' compliance with Section 3 goals.

#### **V. MONITORING BY THE DEPARTMENT**

HUD will monitor the CHA's implementation of, and compliance with, the provisions of this Agreement. HUD may conduct onsite monitoring reviews, demand documents, interviews and reports, and otherwise conduct all activities it is authorized to conduct under 24 C.F.R. Part 135 in order to monitor the CHA's compliance. The CHA must fully and promptly cooperate and comply with HUD's demands and monitoring activities. Failure on the part of the CHA to cooperate and comply with HUD will be deemed a violation of 24 C.F.R. Part 135, as well as a breach of this Agreement.

## **VI. REPORTING**

- A. The CHA shall submit its Section 3 Plan to the Department within the timelines specified in Section III.(B)(2) of this Agreement.
- B. The CHA shall submit to the Department semi-annual reports concerning the progress of its Section 3 obligations under this Agreement. The semi-annual reports shall contain the following:
  - 1. All deadlines set forth in the body of this Agreement and report all completed activities within the identified deadlines
  - 2. Data showing the number of contracts and subcontracts entered into with all businesses and Section 3 business concerns, the dollar amount of those contracts and subcontracts, duration of those contracts and subcontracts, the nature of those contracts and subcontracts, and for subcontracts, the prime contracting entity.
  - 3. Supporting documentation detailing Section 3 related outreach and training activities.
  - 4. Supporting documentation detailing Section 3 related monitoring, enforcement and complaint processing activities.
  - 5. Supporting documentation detailing other economic opportunities provided, consistent with Section III.(B)(4) of this Agreement.
  - 6. Supporting documentation summarizing the financial information concerning the Section 3 Fund, including a list of the contractors and subcontractors that were required to deposit to the Section 3 Fund, contracts associated with those contractors and subcontractors, and detailed accounting of the expenditures made out of the Section 3 Fund.
  - 7. Explication and documentation of any impediments to meeting the goals of Section 3 and this Agreement and actions taken or to be taken to overcome such impediments.
- C. All semi-annual reports are due on June 30 and December 31 of each calendar year. If the reporting day falls on a weekend or a Federal holiday, the report will be due the first business day after the weekend or holiday. The reporting materials shall be directed to: Maurice McGough, Director, Office of Fair Housing and Equal Opportunity, Region V, 77 W. Jackson Blvd., 21<sup>st</sup> Floor, Chicago, Illinois 60604.
- D. The reporting requirements of this section do not supplant the regulatory reporting requirements of Section 3, including form 60002, due on January 10 of every year. 24 C.F.R. § 135.90.

## **VII. RECORDKEEPING REQUIREMENTS**

During the term of this Agreement, the CHA shall maintain Section 3 files, Section 3 covered contracts, records related to the Section 3 Fund, Education and Outreach files and Section 3 training and employment records.

## **VIII. EFFECT OF NONCOMPLIANCE WITH THIS AGREEMENT**

- A. Noncompliance with this Agreement shall result in all sanctions available under 24 C.F.R. § 135.74(d).
- B. Noncompliance with this Agreement may result in HUD rejecting the CHA's certification of compliance with part 135, which would result in the CHA being ineligible to receive funding under any Notice of Funding Availability (NOFA) for competitive grants.
- C. Repeated noncompliance with this Agreement and/or Section 3 generally may result in the Assistant Secretary for Fair Housing and Equal Opportunity imposing a resolution on the CHA in accordance with the requirements and procedures of Section 3 found in the regulations at 24 C.F.R. § 135.76(f)(2).
- D. Any act or omission by the CHA or its representatives, including its employees, which violate the terms of this Agreement may serve as grounds for HUD to impose debarment, suspension or limited denial of participation sanctions pursuant to 24 C.F.R. § 2424, *et seq.*
- E. Any act or omission that violates the terms of this Agreement may serve as grounds for HUD to seek specific performance and/or enforce any or all of the provisions of this Agreement in federal court.
- F. A failure or refusal by the CHA to comply with the Agreement may result in the application of sanctions specified in the contract through which HUD assistance is provided, or the application of sanctions specified in the regulations governing the HUD program under which HUD financial assistance is provided.
- G. If, after 24 months following the Effective Date of this Agreement, HUD determines that the CHA is unwilling or unable to carry out its HUD-funded programs in compliance with the statutory and regulatory requirements of Section 3 and this Agreement, HUD may, at its option, require the CHA to engage the services of a consultant or contractor to perform said duties if it determines, in its sole discretion, that the said services would be effective and practical. Such services shall be at the CHA's expense. The CHA will notify HUD of which consultant or contractor the CHA is considering and be provided an opportunity to review or reject the selection. The CHA shall determine the terms and conditions of the consultant's or contractor's contract.

H. HUD will provide the CHA with notice and a reasonable opportunity to cure any violations of the terms of this Agreement before employing the procedures and remedies contained in this section of the Agreement, unless it determines that the violation was intentional or grossly negligent.

**IX. SIGNATURES**

These signatures attest to the approval and acceptance of this Voluntary Compliance Agreement:

On behalf of the Chicago Housing Authority:

\_\_\_\_\_

\_\_\_\_\_

Date

On behalf of the United States Department of Housing and Urban Development:

\_\_\_\_\_

\_\_\_\_\_

Date