EXHIBIT 10

PRINCE GEORGE'S COUNTY
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
LOCALLY BASED BUSINESS PREFERENCE
EQUAL EMPLOYMENT OPPORTUNITY AGREEMENT

On behalf of _____**,** I hereby commit to offering equal opportunity in providing training opportunities, hiring, contracting and purchasing to all qualified job applicants, contractors, subcontractors, vendors, suppliers and other business related providers of goods and services without regard to race, age, color, sex, religion, national origin, physical disability or mental disability. The practice of non-discrimination will include, but not be limited to assuring equal opportunity in contracting, recruitment, training, hiring, placement, promotion, rate of pay and other compensation and termination.

I/we will comply with all relevant federal, state, and local regulations, administrative and executive orders requiring non-discrimination including but not limited to:

(1) Federal Executive Order 11246 "Goals and Timetables for Females and Minority Participation in the Construction Industry".

(2) The Civil Rights Act of 1964 as amended.

(3) The Americans with Disabilities Act ("ADA") of 1990.

(4) The Equal Employment Opportunities Act of 1992 as it relates to employment opportunities for local, small and disadvantaged businesses.

(5) Section 3 of the Housing and Urban Development Act of 1968, as amended by the Housing and Community Development Act of 1992. (“Section 3")

In compliance with Section 3 of the Department of Housing and Urban Development Act of l968 (as amended), I will use my best efforts to assure that local Prince George's County businesses, as well as small and minority businesses, receive at least 30% total dollar amounts of all contracts on construction and construction related work as well as any businesses created, business services and commercial/retail opportunities that result from the construction work funded in whole or in part by the project development assistance provided by Prince George’s County Department of Housing and Community Development I will also use my best efforts to maintain a minimum goal of 30 percent for construction related employment to Prince George's County residents as well as non-construction permanent and/or temporary employment created by this project to Prince George's County residents.

(A) <u>COMPLIANCE</u>

(1) I understand that all contracts and subcontracts, which are entered into under this agreement, are to contain the Assurance of Compliance form.

(2) My firm will require all contractors and/or subcontractors to exert their best efforts to provide low/and very low income persons with employment and training opportunities and to provide businesses which are owned in part or wholly by persons living within the project area and whom employ low and very low income persons with contract opportunities.

(3) I understand that failure to carry out the requirements-position out herein shall constitute a breach of contract and may result in termination of the contract/funding.

(4) My firm will fulfill our obligations to utilize Section 3 business concerns by developing and implementing an affirmative action plan.

(5) My firm will incorporate the following "Section 3 clause" in all contracts for work on this covered project:

"The Section 3 Clause"

(a). The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of l968, as amended. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the area of the Section 3 covered project, and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing the area of the Section 3 covered project.

(b). The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability, which would prevent them from complying with these requirements.

(c). The contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

(d). The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient or Federal Financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

(e). Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the contract, shall be a

condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

(B) RECORDS AND REPORTS

(1) My firm will keep such records as are necessary to demonstrate its compliance with the requirements of Section 3.

(2) My firm will maintain records and submit copies of these records, which document actions taken, and the results of those actions.

I/we will faithfully and forthrightly implement all necessary and practicable steps, procedures and plans to assure achievement of the stated goals. On-going communication and solicitation of local businesses and job applicants will continue prior to, during and after completion of the project or contract work in order to achieve the stated goals. Continuous and on-going coordination prior to, during and throughout lease-up and hiring will be carried out in cooperation with the Prince George's Minority Business Opportunities Commission, the Economic Development Corporation, the Peoples Industry Council, the Office of the County Executive, the Department of Housing and Community Development and other organizations and institutions that would be useful in achieving the goals and commitments stated herein. I/we will advertise employment, business and contractor opportunities in local and community newspapers, trade journals and other publications on a regular basis in order to assure wide distribution and knowledge of available opportunities.

The undersigned by their signatures certify that they have the authority necessary and requisite to legally bind the corporation to this agreement:

_____	_____
Witness	Name of Authorized Official
_____	_____
Date	Signature of Authorized Official
	_____
	Date