

Controller's Office

To the Honorable Mayor and City Council of the City of Houston, Texas:

I hereby certify, with respect to the money required for the contract, agreement, obligation or expenditure contemplated by the ordinance set out below that:

- Funds have been encumbered out of funds previously appropriated for such purpose.
- Funds have been certified and designated to be appropriated by separate ordinance to be approved prior to the approval of the ordinance set out below.
- Funds will be available out of current or general revenue prior to the maturity of any such obligation.
- No pecuniary obligation is to be incurred as a result of approving the ordinance set out below.
- The money required for the expenditure or expenditures specified below is in the treasury, in the fund or funds specified below, and is not appropriated for any other purposes.
- A certificate with respect to the money required for the expenditure or expenditures specified below is attached hereto and incorporated herein by this reference.
- Other - Grant Funds Available

General Public
James B. Brown

Date: 10-20, 2020

City Controller of the City of Houston, Texas

msf
SCC

FUND REF: 20103800 ⁵²⁰¹⁵⁹ AMOUNT: \$160,000.00 ENCUMB. NO.: SPO
0A46-10333 45-334789

City of Houston, Texas Ordinance No. 2020-912

AN ORDINANCE APPROVING AND AUTHORIZING AN AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY AND CHANGE HAPPENS RELATED TO MY BROTHER'S KEEPER COMMUNITY MENTORING PROGRAM; PROVIDING A MAXIMUM CONTRACT AMOUNT; CONTAINING PROVISIONS RELATING TO THE SUBJECT; AND DECLARING AN EMERGENCY.

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BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HOUSTON, TEXAS:

Section 1. The City Council hereby approves and authorizes the contract, agreement, amendment or other undertaking described in the title of this Ordinance, in substantially the form as shown in the document which is attached hereto and incorporated herein by this reference. The Mayor is hereby authorized to execute such document and all related documents on behalf of the City of Houston. The City Secretary is hereby authorized to attest to all such signatures and to affix the seal of the City to all such documents.

Section 2. The Mayor is hereby authorized to take all actions necessary to effectuate the City's intent and objectives in approving such agreement, agreements, amendment or other undertaking described in the title of this ordinance, in the event of changed circumstances.

Section 3. The City Attorney is hereby authorized to take all action necessary to enforce all legal obligations under said contract without further authorization from Council.

Section 4. The total allocation for the contract, agreement or other undertaking approved and authorized hereby shall never exceed **\$160,000.00**, unless and until this sum is increased by ordinance of City Council.

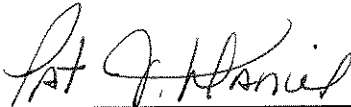
Section 5. There exists a public emergency requiring that this Ordinance be passed finally on the date of its introduction as requested in writing by the Mayor; therefore, this Ordinance shall be passed finally on such date and shall take effect immediately upon its passage and approval by the Mayor; however, in the event that the Mayor fails to sign this Ordinance within five days after its passage and adoption, it shall take effect in accordance with Article VI, Section 6, Houston City Charter.

PASSED AND ADOPTED this 21st day of October, 2020.

APPROVED this _____ day of _____, 2020.

Mayor of the City of Houston, Texas

Pursuant to Article VI, Section 6, Houston City Charter, the effective date of the foregoing Ordinance is OCT 27 2020.



 City Secretary

(Prepared by Legal Dept. Lan P. Nguyen)
 (LPN:ln 7-29-2020) Sr. Assistant City Attorney
 (Requested by Stephen L. Williams, Director, Houston Health Department)
 L.D. File No. 038-20-00064-001)
 G:\CONTRACT\LPN\Ordinances\Change Happens_My Brother's Keeper.doc

AYE	NO	
✓		MAYOR TURNER
....	COUNCIL MEMBERS
✓		PECK
✓		DAVIS
✓		KAMIN
✓		EVANS-SHABAZZ
✓		MARTIN
✓		THOMAS
✓		TRAVIS
✓		CISNEROS
✓		GALLEGOS
✓		POLLARD
✓		MARTHA CASTEX-TATUM
✓		KNOX
✓		ROBINSON
✓		KUBOSH
✓		PLUMMER
✓		ALCORN
CAPTION	ADOPTED	

CAPTION PUBLISHED IN DAILY COURT
 REVIEW
 DATE: **OCT 27 2020**

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement ("Agreement") is made and entered into by and between **Change Happens**, ("Contractor") a Texas 501(c)(3) non-profit located at 3353 Elgin St., Houston, Texas 77004 and the **CITY OF HOUSTON, TEXAS**, a home rule city of the State of Texas by and through its **HOUSTON HEALTH DEPARTMENT'S My Brother's Keeper** program ("**HHD**", or "**MBK**") located at 8000 N. Stadium Drive, Houston, Texas 77054, (collectively referred to herein as "**the Parties**").

RECITALS:

WHEREAS, many boys and young men of color contend with disparities in education, exposure to the criminal justice system, low employment rates, and other barriers as they attempt to reach their full potential; and

WHEREAS, in February 2014, President Obama launched the My Brother's Keeper (MBK Houston) initiative to address persistent opportunity gaps in employment, educational outcomes, and career skills and to eliminate barriers preventing boys and young men of color from realizing their potential; and

WHEREAS, the City bears significant economic and social costs arising from these disparities that negatively affect the lives of boys and young men of color; and

WHEREAS, in September 2014, the City accepted the My Brother's Keeper Community Challenge; and

WHEREAS, MBK Houston focuses on six milestones of achievement: (1) entering school ready to learn; (2) reading at grade level by third grade; (3) graduating from high school ready for college and career; (4) completing post-secondary education or training; (5) successfully entering the workforce; and (6) reducing crime and violence and providing a second chance; and

WHEREAS, MBK Houston is a collaborative effort led by the Houston Health Department (HHD) which seeks to address the disparities and opportunity gaps faced by boys and young men of color by optimizing and aligning the resources of existing community initiatives and organizations across a variety of sectors, such as education, health, nonprofit, government, and business; and

WHEREAS, the MBK Houston Local Action plan contains the following cross-cutting strategies to achieve the MBK milestones: (1) establish baseline data and success indicators, (2) bolster parental engagement, (3) drive community partnerships, (4) promote in-school efforts, (5) engage progress-monitoring systems, and (6) assess action plan effectiveness; and

WHEREAS, the MBK Houston Local Action plan will initially target the school feeder patterns in the Kashmere, Wheatley and Scarborough communities and will later expand to include students in school feeder patterns throughout Houston; and

WHEREAS, action teams will implement recommendations from the MBK Houston Local Action plan through the MBK Intervention Model and action framework, which includes (1) creating an action area network that connects boys and their families with core resources, (2) establishing core school services, in coordination with the school district and service providers, and (3) promoting social and emotional wellness using a tiered approach to providing support and services.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

PURPOSE

This Agreement sets forth the intentions, responsibilities and terms of agreement regarding establishing a collaboration between Parties to implement the MBK Community Mentoring program. The Change Happens *Each One of Us* Mentoring program seeks to replicate evidence-based, in-school mentoring program designed to facilitate relationships for students from low-income communities. Over the project period, 50 Boys and Young Men of Color attending Jack Yates High School will participate in the program. Outcomes include 85% of program participants will demonstrate: a decrease in attitudes supporting violence and in a willingness to use violence in conflict situations; strong emotional connections to mentors; improvement in their overall grade point average; an increase in desire and aspiration to attend college; improved school attendance; increased confidence to apply and complete college applications; and graduate from high school.

BACKGROUND

The City of Houston accepted President Obama's My Brother's Keeper (MBK) Community Challenge in September 2014 and officially launched Houston's Local Action Summit on November 13, 2014. Change Happens participated in the summit and has been actively engaged in supporting the MBK Community Challenge and the resulting Local Action Plan released in May 2015. Change Happens' Chief Executive Officer (CEO) was one of the first people to serve as a member of the MBK Houston Executive Leadership Team. Through this partnership, Change Happens participates in work groups, community engagement, and policy scans. Change Happens will continue to elevate this work by serving as the "backbone" organization to work in coordination with the existing MBK Houston framework of public and private sector efforts.

Change Happens has been involved in youth violence prevention and mentoring for twenty-five years. In 1993, Change Happens implemented a youth prevention program focused on preventing alcohol, drug use, and juvenile delinquency. The program reaches 8,000 youth a year. In September 1995, Change Happens developed a mentoring program for at-risk youth in Third Ward Houston, matching 50 youth each year with an adult mentor. In 2001, Change Happens implemented the Second Chance Mentoring program to provide one-to-one mentoring services to 300 justice-involved youth. In 2002, with a grant from the U.S. Department of Education, Change Happens expanded to school-based mentoring to youth ages 6 to 17. In 2004,

the Mentoring Children of Prisoners Program was implemented through funding from the Administration for Children and Families (ACF). The program served 60 youth per project year and focused on providing mentors for children of prisoners. Change Happens expanded this mentoring program in 2006 to children who were displaced due to Hurricane Katrina. In 2007, the program received additional funding from ACF and expanded to match 270 youth with a mentor over a three-year period. The program continues today, a decade after its inception.

The Mentoring Children of Prisoners program expanded again in 2016 when Change Happens formed a partnership with Mid-Atlantic Network of Youth & Family Service and Massachusetts University-Boston, Center for Evidence-Based Mentoring. Under the partnership, all parties agreed to work together to conduct a practitioner-researcher evaluation study and demonstration project on enhanced strategies for mentoring children of prisoners. The activities associated with the program are led by one of the foremost researchers in mentoring and in the field of intergenerational relationships, Dr. Jean Rhodes.

Change Happens continued to work in violence prevention through the Positive Pathways program (P3), implemented in 2016. P3 is a workforce, education, mentoring, and violence prevention program. The program serves 200 court-involved youth between the ages of 14 and 24 annually.

AGREEMENT

I. Term

The Effective Date of this Agreement will become effective upon the date of countersignature of the City Controller herein and will continue for nine (9) months thereafter, unless terminated sooner by mutual agreement of the parties, or by one party giving the other party a thirty (30) day written notice to terminate. However, notwithstanding the above, this Agreement can be renewed for two (2) one-year terms provided funds are available to pay for them.

II. Responsibilities

This Agreement sets forth the understanding between the parties herein concerning their respective roles and responsibilities under this agreement. The parties herein understand and agree as follows:

III. Change Happens will:

1. Manage, implement, and monitor the *Each One of Us* Mentoring program.
2. Recruit and select youth participants and mentors to enroll in the program.
3. Obtain informed parental consent for youth to participate in the program.
4. Conduct criminal background and reference checks for all adult mentors and volunteers.

5. Conduct ongoing and routine monitoring of mentor/mentee matches.
6. Conduct ongoing training with adult mentors to enhance skills in creating opportunities for positive youth outcomes.
7. Ensure that program staff have the experience and expertise needed to successfully accomplish the goals and objectives of the project and implement all stated activities.
8. Facilitate and arrange training on evidence-based practice, positive youth development, trauma-informed care, and other topics as deemed warranted.
9. Ensure that youth participants receive comprehensive support services that aide in program retention and positive outcomes.
10. Engage in planning, piloting, and readiness period, including: engaging diverse organizations, developing a shared vision, establishing effective channels for communication, educating the community, and disseminating best practices.
11. Implement the *Each One of Us* Mentoring program to scale with fidelity and quality in Yates High School.
12. Make appropriate referrals to link youth and their families with appropriate services and resources.
13. Receive referrals of youth from the target population to participate in program activities.
14. Ensure programs are implemented in a safe, supportive, and confidential environment for youth, young adults, and their families.
15. Engage in strategic dissemination and communication activities to raise awareness of the program with youth, young adults, their families, and key stakeholders.
16. Develop and implement a plan for sustainability to ensure continuation of program efforts beyond the grant.
17. Collect and analyze data to assess program progress and make continuous quality improvements; and cooperate with any evaluation, site visits and knowledge sharing activities requested by the City of Houston and the Obama Foundation.
18. Complete reports, including semi-annual progress reports and semi-annual financial reports.
19. Conduct implementation and outcome evaluation activities.

20. Manage strategic relationships with partner organizations.
21. Enforce policies prohibiting discrimination in the provision of services on the basis of age, disability, sex, race, color, national origin, religion, sexual orientation or gender identity.
22. Plan and execute a local collective table “kick-off” event that features program partners and participants.
23. Host at least one event per year open to the public to update on progress, announce results, recognize supporters and lift youth voices.
24. Work with MBK Alliance partners and the City of Houston to review and update the community’s MBK Local Action Plan.
25. Comply with Federal Assurances as required in Exhibit “A”.

IV. MBK shall:

1. Make referrals of youth and young adults from the target population to participate in program activities.
2. Pursuant to scheduling and availability, provide facilities/space for program participants.
3. Engage in strategic dissemination and communication activities to raise awareness of the program with youth, their families, and key stakeholders;
4. Review data to assess program progress on a monthly basis and make recommendations to Change Happens to ensure continuous quality improvements; and
5. Participate in evaluating activities.

V. Method of Payment

The City shall make payment to Change Happens on a Net 30 basis upon completion of each deliverable below, not to exceed **\$160,00000**.

Deliverable 1 Program Planning **\$48,000.00** Due September 30, 2020

- Complete the process of hiring a Community Coordinator to facilitate the program in accordance with job description template provided by the Obama Administration
- Submit an action plan for review and approval to Patricia Watson, Bureau Chief on how Change Happens and its delegate partner organizations will implement grant activities.
- Implement the Each One of Us Mentoring program
- Recruit and select youth participants and mentors to enroll in the program.

- Obtain informed parental consent for youth to participate in the program.
- Conduct criminal background and reference checks for all adult mentors and volunteers.

Deliverable 2 Program Implementation \$32,000.00 Due October 31, 2020

- Conduct monitoring of mentor/mentee matches.
- Conduct training with adult mentors to enhance skills in creating opportunities for positive youth outcomes.
- Ensure program staff have the experience and expertise needed to successfully accomplish the goals and objectives of the project and implement all stated activities.
- Facilitate and arrange training on evidence-based practice, positive youth development, trauma-informed care, and other topics as deemed warranted.

Deliverable 3 Ongoing Program Implementation \$32,000.00 Due January 30, 2021

- Ensure youth participants receive comprehensive support services that aide in program retention and positive outcomes.
- Engage in planning, piloting, and readiness period, including: engaging diverse organizations, developing a shared vision, establishing effective channels for communication, educating the community, and disseminating best practices.
- Manage and monitor the Each One of Us Mentoring program to scale with fidelity and quality in Yates High School.

Deliverable 4 Community Engagement \$24,000.00 Due April 30, 2021

- Plan and execute a local collective table “kick-off” event that features program partners and participants.
- Host at least one event open to the public to update on progress, announce results, recognize supporters and lift youth voices.

Deliverable 5 Sustainability Plan Submission \$24,000.00 Due June 15, 2021

- Submit a sustainability plan for continuation of the program following the conclusion of the grant term.

Invoice and activity report shall be sent to Accounts.payablehhd@houstontx.gov or mailed to the following address:

Houston Health Department
 Business Management Office, 7th Floor 8000 N, Stadium Drive
 Houston, TX 77054
 Attention: Accounts Payable

VI. Limit of Appropriation

- Contractor understands that the City’s obligation to pay money to Contractor under this Agreement is limited in its entirety by the provisions of this Section, and to grant funds received by the City for the provision of services under this Agreement. Unless adequate funds are received, the City shall have no obligation to pay Contractor. Contractor must look to these designated funds only and to no other

funds for the City's payment under this Agreement, and that the City is permanently excused from making payments due under this Agreement if, for whatever reason, there is a lack of funds.

- b) Notwithstanding the above, in order to comply with Article II, Sections 19 and 19a of the City's Charter and Article XI, Section 5 of the Texas Constitution, the City has appropriated and allocated the sum of **\$160,000.00** to pay money due under this Agreement during the City's current fiscal year (the "Original Allocation"). The executive and legislative officers of the City, in their discretion, may allocate supplemental funds (each a "Supplemental Allocation" and collectively, the "Supplemental Allocations") for this Agreement, but they are not obligated to do so. Therefore, the Parties have agreed to the following procedures and remedies:
- c) The City has not allocated supplemental funds or made a Supplemental Allocation for this Agreement unless the City has issued to Contractor a Service Release Order, or similar form approved by the City Controller, containing the language set out below. When necessary, the Supplemental Allocation shall be approved by motion or ordinance of City Council.

NOTICE OF SUPPLEMENTAL ALLOCATION OF FUNDS

By the signature below, the City Controller certifies that, upon the request of the Director, the supplemental sum set out below has been allocated for the purposes of the Agreement out of funds appropriated for this purpose by the City Council of the City of Houston. This Supplemental Allocation has been charged to such appropriation.

\$ _____

- d) The Original Allocation plus all Supplemental Allocations are the "Allocated Funds." The City shall never be obligated to pay any money under this Agreement in excess of the Allocated Funds. Contractor must assure itself that sufficient allocations have been made to pay for services it provides. If Allocated Funds are exhausted, Contractor's only remedy is suspension or termination of its performance under this Agreement, and it has no other remedy in law or in equity against the City and no right to damages of any kind.

VII. Notices

All notices, requests, demands, or other communications called for or contemplated hereunder will be in writing and will be deemed to have been duly given when delivered to the Party to whom addressed or when sent by registered or certified mail, return receipt requested, prepaid and addressed to the Parties, their successors in interest, other assignees at the following addresses, or at such other addresses as the parties may designate by written notice in the manner aforesaid. Notice deposited in the mailing the manner hereinbefore described will be conclusively deemed effective, unless otherwise stated, three (3) days after it is so deposited. Notice given in any other matter will be effective only if and when received by the Party to be notified. For the purpose of notice, the addresses of the Parties will, until changed as hereinafter provided, be as follows:

Change Happens: Helen Stagg
Executive Director
3353 Elgin St,
Houston, TX 77004

City: Stephen L. Williams, M.Ed., M.P.A.
Director
Houston Health Department
8000 North Stadium Drive, 8th Floor
Houston, TX 77054

In accordance with the above understanding, the following agree to form a partnership between the respective agencies by executing this Agreement.

VIII. Independent Parties

It is expressly understood and agreed by the parties that nothing contained in this Agreement shall be construed to create a joint venture, partnership, association or other affiliation or like relationship between the parties, it being specifically agreed that their relationship is and shall remain that of independent parties to a contractual relationship as set forth in this Agreement. Neither party shall enter into any contract or commitment on behalf of the other party.

IX. Preservation of Contracting Information

The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Agreement and the Contractor agrees that this Agreement can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter. If the requirements of Subchapter J, Chapter 552, Texas Government Code, apply to this Agreement, then for the duration of this Agreement (including the initial term, any renewal terms, and any extensions), Contractor shall preserve all Contracting Information, as defined by Section 552.003 of the Texas Government Code, related to this Agreement as provided by the records retention requirements applicable to the City pursuant to federal or state law or regulation, city ordinance or city policy, which record retention requirements include but are not limited to those set forth in Chapters 201 and 205 of the Texas Local Government Code and Texas Administrative Code

Title 13, Chapter 7. Within five business days after receiving a request from the Director, Contractor shall provide any Contracting Information related to this Agreement that is in the custody or possession of Contractor. Upon the expiration or termination of this Agreement, Contractor shall, at the Director's election, either (a) provide, at no cost to the City, all Contracting Information related to this Agreement that is in the custody or possession of Contractor, or (b) preserve the Contracting Information related to this Agreement as provided by the records retention requirements applicable to the City pursuant to federal or state law or regulation, city ordinance or City policy.

If Contractor fails to comply with any one or more of the requirements of this Section, Preservation of Contracting Information, or Subchapter J, Chapter 552, Texas Government Code, then, in accordance with and pursuant to the processes and procedures set forth in Sections 552.373 and 552.374 of the Texas Government Code, the Director shall provide notice to the Contractor and may terminate this Agreement. To effect final termination, the Director must notify Contractor in writing with a copy of the notice to the CPO. After receiving the notice, Contractor shall, unless the notice directs otherwise, immediately discontinue all services under this Agreement, and promptly cancel all orders or subcontracts chargeable to this Agreement.

X. Entire Agreement

This instrument contains the entire agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral representation or modifications concerning this instrument shall be of no effect. This Agreement may be amended only by a written instrument executed by representatives duly authorized by the authorized representatives of the parties hereto.

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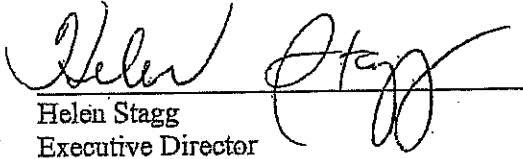
XI. Signatures

IN WITNESS WHEREOF, this Agreement, in duplicate originals of equal force, has been executed on behalf of the parties hereto.

CITY OF HOUSTON, TEXAS

CHANGE HAPPENS

Mayor



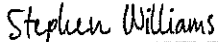
Helen Stagg
Executive Director

ATTEST/SEAL:

City Secretary

APPROVED:

DocuSigned by:



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Director

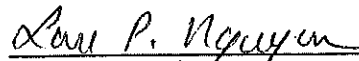
Houston Health Department

COUNTERSIGNED BY:

City Controller

DATE COUNTERSIGNED:

APPROVED AS TO FORM:



Sr. Assistant City Attorney
L.D. File No. 0382000064001
LPN20565

EXHIBIT "A"

FEDERAL CONTRACT REQUIREMENTS

All references to "Contractor" in this Exhibit shall apply to any contractor, or subcontractor performing work on behalf of the Contractor pursuant to the foregoing Agreement/Contract. The following Federal Contract Requirements will generally apply to all Contractors.

ASSURANCES

- A. **Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et. seq.)**
- B. **Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794):**
Contractor shall provide that each program activity, when viewed in its entirety is readily accessible to and usable by persons with disabilities in keeping with 45 CFR, Part 84.11, et. seq., and as provided for in Section 504 of the Rehabilitation Act of 1974, as amended. When structural changes are required, these changes shall be in keeping with 45 CFR, Part 74.
- C. **Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.)**
Contractor shall comply with the requirements established under the Americans with Disabilities Act in meeting statutory deadlines established under the Act as they pertain to operations for employment, public accommodations, transportation, state and local government operations and telecommunications.
- D. **Age Discrimination in Employment Act of 1975 (42 U.S.C. §§6101-6107)**
Contractor shall comply with Age Discrimination in Employment Act of 1967 (29 USC 621, et. seq.).
- E. **Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688)**
- F. **Food Stamp Act of 1977 (7 U.S.C. §2011 et seq.)**
- G. **Drug Free Workplace Act of 1988**
Contractor shall comply with the Drug-Free Workplace Act of 1988, as applicable.
- H. **HHSC administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Agreement.**
- I. **Certification Regarding Debarment – 45 CFR §92.35 Subawards to debarred and suspended parties; this document is required annually as long as this agreement is in effect.**

- J. **Centers for Medicare and Medicaid Services (CMS) State Medicaid Director Letter SMDL #09-001** regarding individuals or entities excluded from participation in Federal Health Care Programs.
- K. **HHSC Information Letter 11-07** – Obligation to identify individuals or entities excluded from participation in Federal Health Care Programs.
- L. **Uniform Administrative Requirements, Cost Principles, And Audit Requirements For Federal Awards** relating to audit requirements and compliance, as set out in 2 CFR Part 200, Subpart F.
- M. **Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107 (Equal Employment Opportunity)**

The Contractor agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (3) The Contractor will send to each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding, a notice to be provided by the City, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, as amended, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor set forth at 41 CFR Part 60.
- (5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by the rules, regulations and orders of the Secretary of the U.S. Department of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations or orders, this Agreement may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended, other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of the U.S. Department of Labor, or as otherwise provided by law.

(7) The Contractor will include provisions similar to paragraph 1 through 7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of the U.S. Department of Labor, issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, as amended, so that such provisions will be binding upon subcontractors or vendors. The Contractor will take such action with respect to any subcontract or purchase order as the City may direct as a means of enforcing such provisions including sanctions for noncompliance: PROVIDED, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the City, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

N. Use Of Debarred, Suspended, Or Ineligible Contractors or Subrecipients

(1) The Contractor shall not employ, award contracts to, or otherwise engage the services of any contractor or subcontractor during any period of debarment, suspension, or placement in ineligibility status under the provisions of 24 CFR Part 5 or under the authority of the City.

(2) The Contractor shall not use federal funds for any contract for the construction, alteration or repair of the project funded under this Agreement with any contractor or subcontractor listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR Part 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

O. Uniform Administrative Requirements, Cost Principles and Audit Requirements

The Contractor shall comply with "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards" as set forth under 2 CFR Part 200, as applicable.

P. Conflict Of Interest

(1) In the procurement of supplies, equipment, construction, and services by the City or a subrecipient, the conflict of interest provisions in 2 CFR §200.112, shall apply. In all cases not governed by 2 CFR Part 200, the provisions of this section shall apply. Such cases include, but may not be limited to, the acquisition and disposition of real property and the provision of assistance by the recipient, by its subrecipients, or to individuals, businesses or other private entities under eligible activities which authorize such assistance (e.g. rehabilitation, preservation, and other improvements of private properties or facilities).

(2) No persons described in paragraph (3) (below) who exercise or have exercised any functions or responsibilities with respect to federal activities or who are in a position to participate in a decision-making process or gain inside information with regard to federal assisted activities, may obtain a personal or financial interest or benefit from, or have any interest in any contract, subcontract, or agreement or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter with respect to the federal assisted activity, or with respect to the proceeds of the federal assisted activity.

(3) The requirements of paragraph (2) apply to any person who is an employee, agent, consultant, officer, or elected or appointed official of the City, of any designated public agency, or subrecipient which receives funds under the federal award.

Q. Eligibility for Aliens Not lawfully Present in U.S.

Contractor understands that aliens not lawfully present in the U.S., as described in 49 CFR §24.208, are not eligible to apply for benefits under certain federal activities.

R. Compliance With Clean Air And Water Acts

This Agreement may be subject to the requirements of the Clean Air Act, as amended (42 U.S.C. §7401-7671q), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251-1387) and the regulations issued pursuant to the Clean Air Act and by the Environmental Protection Agency. In compliance herewith, the Contractor agrees that:

(1) No facility to be utilized in the project or program is on the list of Violating Facilities issued by the U.S. Environmental Protection Agency (EPA) pursuant to 40 CFR §15.20.

(2) The Contractor will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, (42 U.S.C. §7401-7671q) the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251-1387).

(3) As a condition for the award of this Agreement, the Contractor shall give prompt notice to the City of any notification of violations received from the Office of Federal Activities or the EPA, indicating that a facility utilized or to be utilized is under consideration to be listed on the EPA List of Violating Facilities.

(4) The Contractor will include or cause to be included the requirements contained in paragraphs A through C of this clause in every lower-tier nonexempt contract and will take such action as the City may direct as a means of enforcing such provisions.

(5) In no event shall any amount of the funds provided under the Agreement be utilized with respect to a facility which has given rise to a conviction under section 113(c)(1) of the Clean Air Act or section 309(c) of the Federal Water Pollution Control Act.

(6) Contractors who receive subcontracts/subgrants of amounts in excess of \$150,000 are required to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §1251-1387).

(7) Any violations of this Section R. must be reported to the Federal awarding agency, the Regional Office of the Environmental Protection Agency (EPA), and the City.

S. Architectural Barriers Act

The Architectural Barriers Act of 1968 (42 U.S.C. §4151-4157) requires certain Federal and Federally funded buildings and other facilities to be designed, constructed, or altered in accordance with standards that insure accessibility to, and use by, physically handicapped people. A building or facility designed, constructed or altered with funds allocated or reallocated under this part after December 11, 1995, and that meets the definition of "residential structure" as defined in 24 CFR §40.2 or the definition of "building" as defined in 41 CFR §101-19.602(a) is subject to the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. §4151-4157) and shall comply with the Uniform Federal Accessibility Standards (Appendix A to 24 CFR Part 40 for residential structures, and Appendix A to 41 CFR Part 101-19, Subpart 10119.6, for general type buildings).

T. Records For Audit Purposes

Without limitation to any other provision of the foregoing Agreement/Contract the Contractor shall maintain all records concerning the program or project financed under this Agreement which the City reasonably requires from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency

or pass-through entity in the case of a subrecipient pursuant to 2 CFR §200.333. The Contractor shall maintain records required by **24 CFR §135.92** for the period required under 2 CFR §200.333. The Contractor will give the City, HUD, the Comptroller General of United States, the General Accounting Office, or any of their authorized representatives access to and the right to examine, copy, or reproduce all records pertaining to the acquisition and construction of the project and the operation of the program or project. The right to access shall continue as long as the records are required to be maintained **under 2 CFR §200.336.**

U. Audit Requirements

(1) Limited Scope Audit - Contractor understands that Non-Federal entities that expend less than \$750,000 a year in Federal awards are exempt from Federal audit requirements for that year, but records must be available to review and audit as described hereinabove. Contractor further understands that limited scope audits can and may be required by the City for non-Federal entities that expend less than \$750,000. If the City requires such limited scope audits, same shall be performed in accordance with 2 CFR Part 200, Subpart F - Audit Requirements.

(2) Single Audit - Single Audit - Contractor further understands that non-Federal entities that expend \$750,000 or more a year in Federal awards shall have a single audit conducted pursuant to 2 CFR Part 200, Subpart F - Audit Requirements, except when an election is made to have a program specific audit pursuant to and described in 2 CFR Part 200, Subpart F - Audit Requirements. Once the Contract is executed, Contractor understands that it is barred from considering such audit and must have a single audit conducted as described hereinabove.

V. Additional Federal Requirements Under 2 CFR PART 200, Appendix II, As Applicable

1. Simplified Acquisition Threshold. Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. §1908, as may be amended from time to time, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

2. Contract Minimum for Termination for Cause and Convenience. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

3. Davis Bacon Act, as amended (40 U.S.C. §3141–3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §3141–3144, and 3146–3148) as supplemented by

Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

4. Copeland Anti-Kick Back Act. Contracts must also include a provision for compliance with the Copeland “Antikickback” Act (40 U.S.C. §3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

5. Contract Work Hours and Safety Standards Act (40 U.S.C. §3701–3708). Where applicable, all contracts awarded by the nonfederal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §3702 and §3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. §3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. §3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and

the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

7. **Energy Policy and Conservation Act.** Contractor must comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. §6201).

8. **Byrd Anti-Lobbying Amendment (31 U.S.C. §1352).** Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. §1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

9. **Procurement of Recovered Materials.** See 2 CFR §200.322.