

EC-22-94




Mayor Timothy M. Keller

**CITY OF
ALBUQUERQUE**
Albuquerque, New Mexico
Office of the Mayor

INTER-OFFICE MEMORANDUM

May 18, 2022

TO: Isaac Benton, President, City Council

FROM: Timothy M. Keller, Mayor 

SUBJECT: Approval of the Agreement with Homewise, Inc. to Utilize American Rescue Plan Act Funds in the amount of \$3,300,000

Approval is requested for the proposed Agreement between the City of Albuquerque and Homewise, Inc. to administer a Neighborhood Opportunity Grants Home Rehabilitation Program.

The Neighborhood Opportunity Grants Home Rehabilitation Program will increase housing stability by improving housing for low- and moderate-income persons.

This Request is forwarded to the Council for its consideration and approval.

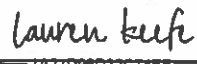
Legislation Title: Approval of the Agreement with Homewise, Inc. to Utilize American Rescue Plan Act (ARPA) Funds in the amount of \$3,300,000 to Administer a Neighborhood Opportunity Grants Home Rehabilitation Program

Recommended:



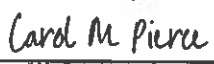
Lawrence Rael Date
Interim Chief Administrative Officer

Approved as to Legal Form:

DocuSigned by:
 5/26/2022 | 3:54 PM MDT

1A21D90C32C74EE
Esteban Aguilar Date
City Attorney

Recommended:

DS
PP
DocuSigned by:
 5/25/2022 | 4:20 PM MDT

72F4E1340046A1B
Carol M. Pierce Date
Director, Dept. of Family & Community Services

Cover Analysis

1. What is it?

This legislation is for the Council approval of an Agreement with Homewise Inc. utilizing American Rescue Plan Act (ARPA Treasury) funds in the amount of Three Million, Three Hundred Thousand Dollars (\$3,300,000).

2. What will this piece of legislation do?

The Agreement will approve Homewise, Inc to administer a Neighborhood Opportunity Grants Home Rehabilitation Program.

3. Why is this project needed?

The Neighborhood Opportunity Grants Home Rehabilitation Program will increase housing stability by improving housing for low- and moderate-income persons.

4. How much will it cost and what is the funding source?

The Agreement will be funded with ARPA Treasury funds in the amount of \$3,300,000.

5. Is there a revenue source associated with this legislation? If so, what level of income is projected?

There is no revenue source associated with this legislation.

FISCAL IMPACT ANALYSIS

TITLE:

Homewise, Inc. to administer a Neighborhood
Opportunity Grants Home Rehabilitation
Program

R:

O:

FUND: 265

DEPT: Family and Community Services

☒

No measurable fiscal impact is anticipated, i.e., no impact on fund balance over and above existing appropriations.

☐

(If Applicable) The estimated fiscal impact (defined as impact over and above existing appropriations) of this legislation is as follows:

	2022	Fiscal Years 2023	2024	Total
Base Salary/Wages	-	-	-	-
Temporary Wages	-	-	-	-
Fringe Benefits at	-	-	-	-
Fringe Benefits at	-	-	-	-
Subtotal Personnel	-	-	-	-
Operating Expenses	-	-	-	-
Property	-	-	-	-
Indirect Costs	-	-	-	-
Total Expenses	\$ -	\$ -	\$ -	\$ -
<input type="checkbox"/> Estimated revenues not affected				
<input type="checkbox"/> Estimated revenue impact				
Amount of Grant	-	-	-	-
City Cash Match	-	-	-	-
City Inkind Match	-	-	-	-
City IDOH	-	-	-	-
Total Revenue	\$ -	\$ -	\$ -	\$ -

These estimates do not include any adjustment for inflation.

* Range if not easily quantifiable.

Number of Positions created

COMMENTS: FCS is requesting approval of the proposed Agreement between the City of Albuquerque and Homewise, Inc. to administer a Neighborhood Opportunity Grants Home Rehabilitation Program in the amount of 3,300,000 which will be funded out of the American Rescue Plan Act previously legislated in R-21-157.

COMMENTS ON NON-MONETARY IMPACTS TO COMMUNITY/CITY GOVERNMENT:

PREPARED BY:

DocuSigned by:

Dana M. Lujan

5/25/2022 | 10:41 AM

DocuSigned by:
MPP

APPROVED:

DocuSigned by:

Carol M. Pierce

5/25/2022 | 4:20 PM MDT

DIRECTOR (date)

REVIEWED BY:

DocuSigned by:

Kevin E. Noel

5/26/2022 | 2:39 PM

DocuSigned by:

Laundrea L. Davis

DocuSigned by:

Christine Barner

5/26/2022 | 3:52 PM MDT

EXECUTIVE BUDGET ANALYST

BUDGET OFFICER (date)

CITY ECONOMIST

SUB-RECIPIENT AGREEMENT

THIS AGREEMENT is made and entered into upon the date of the last signature below, by and between the City of Albuquerque, New Mexico, a municipal corporation (the "City"), and Homewise, Inc., 500 2nd Street, SW, Albuquerque, NM, 87102, a New Mexico non-profit corporation (the "Sub-recipient").

RECITALS

WHEREAS, the City has determined that it will provide basic social services to ensure that its residents are afforded access to basic services required to maintain a reasonable quality of life; and

WHEREAS, the City of Albuquerque is the recipient of funding through the American Rescue Plan Act (ARPA), Pub. L. No. 117-2 (March 11, 2021) which authorized the Department of Treasury (Treasury) to make payments to certain recipients from the Coronavirus State and Local Fiscal Recovery (CSLFR) Fund; and

WHEREAS, the Federal Award Identification Number for these ARPA CSLFR funds is SLFRP0013 and the Catalog of Federal Domestic Assistance Number or Assistance Listing Number is **CFDA #21.027**, with subaward identification requirements pursuant to 2 CFR §200.332 attached hereto as Exhibit A; and

WHEREAS, the City has appropriated ARPA CSLFR funds for this purpose through adoption of **Resolution No. R-2021-028**; and

WHEREAS, the City desires to engage the Sub-recipient to render certain social services as described herein; and

WHEREAS, the Sub-recipient represents that it has the expertise and resources to render such social services; and

NOW THEREFORE, in consideration of the premises and mutual obligations herein, the parties hereto do mutually agree as follows:

1. Goals and Objectives: The Sub-recipient agrees to accomplish the goals and objectives set out in Exhibit B to this Agreement in a satisfactory and proper manner, as determined by the City and within the financial resources provided.
2. Scope of Services: The Sub-recipient shall perform the services set out in Exhibit B ("Services") in a satisfactory and proper manner as determined by the City and within the financial resources provided.
3. Time of Performance: Services of the Sub-recipient designated herein are to commence upon execution of this Agreement, and shall be undertaken and completed in such sequence

as to assure their expeditious completion in light of the purposes of this Agreement but, in any event, all of the Services required hereunder shall be completed by December 31, 2024.

4. Compensation and Method of Payment:

A. **Maximum Compensation:** For performing the Services specified in Section 2 of this Agreement, the City agrees to pay the Sub-recipient a total amount not to exceed **THREE MILLION, THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$3,300,000.00)**, which amount includes any applicable gross receipts taxes and which amount shall constitute full and complete compensation for the Sub-recipient's Services under this Agreement, including all expenditures made and expenses incurred by the Sub-recipient in performing the Services per the "City Budgets" attached hereto and made a part hereof as Exhibit C.

B. **Method of Payment:**

(1) The City agrees to pay such sum to the Sub-recipient on a cost reimbursement basis at no more than bi-weekly but no less than quarterly intervals, and subsequent to receipt of a requisition for payment in compliance with the budgetary and fiscal guidelines of the City. Only those costs which are allowable under the terms of this Agreement and Exhibit C shall be reimbursed. The City shall withhold reimbursement to the Sub-recipient for failure to perform the Services described in this Agreement and for failure to meet any other requirements of this Agreement. Payment will be withheld until such time as the Sub-recipient is in full compliance with all the terms of this Agreement.

(2) All requisitions for payment submitted by the Sub-recipient must be supported by documentation of Services provided in the Sub-recipient's files.

(3) Checks issued by the Sub-recipient to pay obligations incurred under this Agreement shall be made payable to the vendor for services or materials and not to cash.

(4) The funds received by the Sub-recipient under this Agreement shall be spent by the Sub-recipient within three (3) days of the receipt of said funds unless such funds are for the reimbursement of costs for which Sub-recipient funds have already been spent.

C. **Program Income:** For the purposes of this Agreement, "Program Income" means gross income, including interest earned on City Funds, or received by the Sub-recipient which is directly generated from the use of City Funds. When Program Income is generated by an activity that is only partially assisted with City Funds, the Program Income shall be prorated to reflect the percentage of said funds. Program Income received may be retained by the Sub-recipient and will be used

for the purposes specified in the Goals and Objectives and Scope of Services of this Agreement and is subject to the same rules and regulations of this Agreement. Any Program Income on hand when the Agreement expires or is terminated as provided herein or received after the Agreement's expiration, shall be paid to the City.

5. Budget Revisions: The Sub-recipient shall inform the City of any "line item" revisions to the City Budgets, within the Maximum Compensation shown in this Agreement and shall obtain the City's prior written approval of any budget line item change that represents at least Five Hundred Dollars (\$500) or five percent (5%) or more of the line item amount, whichever is greater, pursuant to the latest approved budget. Provided, however, that any budget revisions must be eligible expenditures under this Agreement.
6. Amendment to Agreement: Amendments to this Agreement shall be in writing and signed by both parties.
7. Fiscal Agent, Purchasing Agent, and Personnel Agent:
 - A. The Sub-recipient shall serve as its own fiscal agent, purchasing agent, and personnel agent.
 - B. The Sub-recipient shall have and maintain financial policies and procedures, an accounting system, purchasing policies and procedures (including bid requirements) and personnel policies and procedures that adhere to generally accepted accounting and management standards and practices.
8. Performance Monitoring: The Sub-recipient will from time to time provide assistance and information needed by staff of the City's Department of Family and Community Services to monitor and evaluate the performance of the above-mentioned Scope of Services. It is understood that the City's Department of Family and Community Services staff, at its discretion, may perform periodic fiscal and program monitoring reviews on dates to be arranged. It is also understood that reviews by other officials may be required on dates to be arranged.
9. Restrictions on Use of Funds:
 - A. The Sub-recipient must establish and use a set of written accounting policies which meet the minimum standards established by the City for contract accounting.
 - B. The funds provided by this Agreement are primarily intended to provide the Services called for by this Agreement to low and moderate income residents, defined as residents having 80% or below of the median income of the Albuquerque Standard Metropolitan Statistical Area (SMSA).
10. Reversion of Assets: Upon the expiration of this Agreement, the Sub-recipient shall transfer to the City any City Funds on hand at the time of expiration and any accounts receivable attributed to the use of City Funds. The Sub-recipient shall ensure that any

property that was acquired or improved in whole or in part with City Funds complies with the Scope of Services Section of this Agreement and must adhere to the Property Management Section of the *Administrative Requirements for Contracts Awarded Under the City of Albuquerque, Department of Family and Community Services, Social Services Program*, as amended.

11. Special Provisions: The availability of funds for the activities covered by the Scope of Services outlined herein and for performance of this Agreement, depends solely on the provision of said funds to the City, and the allocation of said funds to the Department of Family and Community Services. The City assumes the responsibility for payment of the compensation due to the Sub-recipient under Sections 4A and 4B herein, to the extent funds for such compensation are made available to the City, and are allocated for use by the Department of Family and Community Services.
12. Independent Contractor:
 - A. Neither the Sub-recipient nor its employees are considered to be employees of the City of Albuquerque for any purpose whatsoever. The Sub-recipient is considered to be an independent contractor at all times in the performance of the Scope of Services described herein.
 - B. The Sub-recipient further agrees that neither it nor its employees are entitled to any benefits from the City under the provisions of the Workers' Compensation Act of the State of New Mexico, or to any of the benefits granted to employees of the City under the provisions of the Merit System Ordinance as now enacted or hereafter amended.
 - C. The Sub-recipient certifies that it will establish, publish and post a statement of its policies and requirements on maintaining a drug free workplace which complies with the Drug-Free Workplace Act of 1988 (P.L. 100-690), and shall require all providers of Services under this Agreement to comply with the workplace requirements of the Act.
13. Personnel:
 - A. The Sub-recipient represents that it has, or will secure, all personnel required in performing all of the Services required under this Agreement. Such personnel shall not be employees of or have any contractual relationships with the City. Personnel salaries, benefits and other related costs may be paid for from City Funds as authorized in the City Budgets.
 - B. All the Services required hereunder will be performed by the Sub-recipient or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such Services.

- C. None of the work or the Services covered by this Agreement shall be subcontracted without prior written approval of the City. Any work or Services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.
 - D. The Sub-recipient shall have in its possession a documented set of personnel policies and procedures, including fringe benefits, if any, available to the Sub-recipient's employees and which has been formally adopted by its governing board. Such a document shall be made available for inspection and determination by the City as to its acceptability.
 - E. If the Services under this Agreement require the Sub-recipient to work with or be in proximity to children or other vulnerable populations, the Sub-recipient will comply with all applicable requirements contained in the *Administrative Requirements for Contracts Awarded Under the City of Albuquerque, Department of Family and Community Services, Social Services Program*, as amended.
14. Indemnity: The Sub-recipient agrees to defend, indemnify and hold harmless the City and its officials, agents and employees from and against any and all claims, actions, suits or proceedings of any kind brought against said parties because of any injury or damage received or sustained by any person, persons or property arising out of or resulting from the Services performed by the Sub-recipient under this Agreement or by reason of any asserted act or omission, neglect or misconduct of the Sub-recipient or Sub-recipient's agents or employees or any subcontractor or its agents or employees, direct or indirect. The defense and indemnity required hereunder shall not be limited by reason of the specification of any particular insurance coverage in this Agreement.
15. Insurance: The Sub-recipient shall procure and maintain at its own expense until final payment by the City for Services covered by this Agreement, insurance in the kinds and amounts hereinafter provided with insurance companies authorized to do business in the State of New Mexico, covering all operations under this Agreement, whether performed by the Sub-recipient or its agents. Before commencing the Services, and on the renewal of all coverages, the Sub-recipient shall furnish to the City a certificate or certificates in form satisfactory to the City showing that it has complied with this Section. All certificates of insurance shall provide that thirty (30) days written notice be given to the Risk Manager, Department of Finance and Administrative Services, City of Albuquerque, P.O. Box 470, Albuquerque, New Mexico, 87103, before a policy is canceled, materially changed, or not renewed. Various types of required insurance may be written in one or more policies. With respect to all applicable coverages, the City shall be named an additional insured by endorsement onto the policy. Proof of this additional insured relationship shall be evidenced on the Certificate of Insurance (COI) and on the insurance endorsement. All coverages afforded shall be primary with respect to operations provided. Kinds and amounts of insurance required are as follows:

- A. **Commercial General Liability Insurance:** A commercial general liability insurance policy with combined limits of liability for bodily injury or property damage as follows:

\$2,000,000 Per Occurrence
 \$2,000,000 Policy Aggregate
 \$1,000,000 Products Liability/Completed Operations
 \$1,000,000 Personal and Advertising Injury
 \$ 5,000 Medical Payments

Said policy of insurance must include coverage for all operations performed for the City by the Sub-recipient and contractual liability coverage shall specifically insure the hold harmless provisions of this Agreement.

- B. **Commercial Automobile Liability Insurance (“CAL”):** A CAL policy with not less than a \$1,000,000 combined single limit of liability for bodily injury, including death, and property damage in any one occurrence. The CAL policy must include coverage for the use of all owned, non-owned, and hired automobiles, vehicles and other equipment both on and off work. This CAL policy cannot be a personal automobile liability insurance policy as most personal automobile liability policies exclude coverage for work related losses.
- C. **Workers' Compensation Insurance:** Workers' Compensation Insurance for the Sub-recipient's employees when required by, and in accordance with, the provisions of the Workers' Compensation Act of the State of New Mexico (“Act”). The Sub-recipient must have three (3) or more employees to trigger the Act's workers' compensation insurance requirement. Per the Act, this number includes the owner of the business.
- D. **Professional Liability (Errors and Omissions) Insurance:** Professional liability (errors and omissions) insurance in an amount not less than \$1,000,000 combined single limit of liability per occurrence with a general aggregate of \$1,000,000.
- E. **Sexual Abuse Molestation Coverage:** Sexual abuse molestation insurance in an amount not less than \$1,000,000 combined single limit of liability per occurrence with a general aggregate of \$1,000,000.
- F. **Cyber Liability Coverage:** Cyber liability insurance in an amount not less than \$2,000,000 combined single limit of liability per occurrence with a general aggregate of \$2,000,000. This coverage should be required, unless specific circumstances that eliminate potential risks indicate otherwise, if the Sub-recipient may have cybernetic access to the City's confidential information, taxpayer data, information technology, personnel, healthcare, accounting, or finance systems.

- G. **Increased Limits:** If, during the term of this Agreement, the City requires the Sub-recipient to increase the maximum limits of any insurance required herein, an appropriate adjustment in the Sub-recipient's compensation will be made.
16. **Other Attachments:** The Sub-recipient must have on file with the City current copies of:
- A. its certificate of nonprofit incorporation;
 - B. the Sub-recipient's articles of incorporation approved by the New Mexico Secretary of State Corporations Bureau;
 - C. a copy of the Sub-recipient's corporate bylaws;
 - D. any license applicable to the Sub-recipient's proposed activities;
 - E. a listing of the current governing board members;
 - F. a current organizational chart;
 - G. the Sub-recipient's written personnel policies;
 - H. the Sub-recipient's written accounting policies and procedures;
 - I. the Sub-recipient's written procurement policies and procedures; and
 - J. a work plan which is based on the project narrative in Sections 1 and 2 of this Agreement and which specifies:
 - (1) the major tasks or activities to be performed under this Agreement;
 - (2) the measurable objectives for each task; and
 - (3) the time frame within which the tasks will be accomplished.
17. **Representations in Proposal:** The City has relied on all representations in the Sub-recipient's proposal relevant to this Agreement in making its award, and the Sub-recipient warrants the accuracy of all representations made by the Sub-recipient in said proposal. Misrepresentation in the proposal shall be cause to terminate the contract and the Sub-recipient shall owe all amounts paid to it as liquidated damages.
18. **Notices, Addresses:** Any notice hand-delivered or sent by mail (with a return receipt which indicates delivery) to the addresses below shall be deemed received for any purposes arising out of this Agreement, regardless of whether personally received by the Sub-recipient.

For the City, notices may be sent to:

Director, Department of Family and Community Services
P.O. Box 1293
Albuquerque, NM 87103

or for hand delivery:

Carol M. Pierce, Director, Department of Family and Community Services
400 Marquette NW, 5th Floor, Room 504
Albuquerque, NM 87102

For the Sub-recipient, notices may be sent to:

Homewise, Inc.
Mike Loftin, CEO
500 2nd St SW
Albuquerque, NM 87102
505-243-6566
mloftin@homewise.org

19. **Required Assurances:** During the performance of this Agreement, the Sub-recipient agrees as follows:

A. Non Discrimination; Americans with Disabilities Act:

- (1) In performing the Services required hereunder, the Sub-recipient shall not discriminate against any person on the basis of race, color, religion, gender, sexual preference, sexual orientation, gender identity, national origin or ancestry, age, physical handicap or disability as defined in the Americans with Disabilities Act of 1990, as now enacted or hereafter amended.
- (2) The Sub-recipient shall not discriminate against any employee or applicant for employment because of race, color, religion, gender, sexual preference, sexual orientation, gender identity, age, national origin or ancestry, physical or mental handicap, disability, or Vietnam era or disabled veteran status.
- (3) In performing the Services required hereunder, Sub-recipient agrees to meet all the requirements of the Americans with Disabilities Act of 1990, as amended, and all applicable rules and regulations, which are imposed directly on the Sub-recipient or which would be imposed on the City as a public entity. The Sub-recipient will make reasonable accommodation to the known physical or mental handicap or disability of an otherwise qualified employee or applicant for employment.
- (4) The Sub-recipient shall ensure and maintain a working environment free of sexual harassment and other unlawful forms of harassment, intimidation,

and coercion in all facilities at which the Sub-recipient's employees are assigned to work.

- (5) The Sub-recipient shall in all solicitations or advertisements for employees placed by or on behalf of the Sub-recipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, sexual preference, sexual orientation, gender identity, age, national origin or ancestry, or physical or mental handicap or disability.
- B. Use of Funds for Sectarian Religious Purposes: The Sub-recipient covenants and agrees that no funds awarded through this program will be used for sectarian religious purposes, and specifically that:
- (1) there will be no religious test for admission for services;
 - (2) there will be no requirement for attendance at religious services;
 - (3) there will be no inquiry as to a client's religious preference or affiliation;
 - (4) there will be no proselytizing; and
 - (5) the Services provided will be essentially secular.
- C. Lobbying: The Sub-recipient understands that utilization of any federally appropriated funds provided to the Sub-recipient by the City pursuant hereto to influence or attempt to influence any member or employee of the Executive or Legislative branches of the federal government with respect to a covered federal action is prohibited. The Sub-recipient further agrees that it shall comply with the certification and disclosure requirements of the applicable regulations. *See Administrative Requirements for Contracts Awarded Under the City of Albuquerque, Department of Family and Community Services, Social Services Program*, as amended, for certifications and applicable rules.
- D. Accountability in Government: The Sub-recipient understands and will comply with the City's Accountability in Government Ordinance, §2-10-1 *et seq.* ROA 1994 and Inspector General Ordinance, §2-17-1 *et seq.* ROA 1994.
- E. No Collusion: The Sub-recipient covenants and warrants that this Agreement is entered into by the Sub-recipient without collusion on the part of the Sub-recipient with any person or firm, without fraud and in good faith. The Sub-recipient also covenants and warrants that no gratuities, in the form of entertainment, gifts or otherwise, were, or during the term of this Agreement, will be offered or given by the Sub-recipient or any agent or representative of the Sub-recipient to any officer or employee of the City with a view towards securing this Agreement or for securing more favorable treatment with respect to making any determinations regarding the performance of this Agreement.

20. Reports and Information:

- A. At such times and in such forms as the City and/or the appropriate funding entity may require, there shall be furnished to the Department of Family and Community Services of the City of Albuquerque, such statements, records, data and information as the appropriate funding entity or the City may request pertaining to matters covered by this Agreement. Unless authorized by the City, the Sub-recipient will not release any information concerning any work product including any reports or other documents prepared pursuant to this Agreement until the final product is submitted to the City.
- B. The Sub-recipient will provide to the Department of Family and Community Services cumulative quarterly program performance reports covering the Services provided under this Agreement. Reports are due no later than fifteen (15) days after the end of the reporting quarter, and shall be in accordance with City of Albuquerque reporting instructions.
- C. The Sub-recipient will cooperate with any City, State or federal program data collection and evaluation efforts by providing the requested information for Services delivered. Failure to do so will result in the suspension and/or termination of this Agreement.

21. Open Meetings Requirements: Any nonprofit organization in the City which receives funds appropriated by the City, or which has as a member of its governing body an elected official, or appointed administrative official, as a representative of the City, is subject to the requirements of §2-5-1 *et seq.* ROA 1994, Public Interest Organizations. The Sub-recipient agrees to comply with all such requirements, if applicable.

22. Active Board:

- A. The non-profit Sub-recipient must document that its governing board is constituted in compliance with approved bylaws and that it actively fulfills its responsibilities for policy direction, including regularly scheduled meetings for which minutes are kept.
- B. Project progress reports submitted by non-profit agencies must be approved and signed by the presiding officer of the board of directors. Reports submitted by a public agency must be reviewed and signed by an authorized official of that agency.

23. Debarment, Suspension, Ineligibility and Exclusion Compliance:

- A. The Sub-recipient certifies that it has not been debarred, suspended or otherwise found ineligible to receive funds by any agency of the executive branch of the federal government.

- B. The Sub-recipient agrees that should any notice of debarment, suspension, ineligibility or exclusion be received by the Sub-recipient, the Sub-recipient will notify the City immediately.
24. Establishment and Maintenance of Records: Records shall be maintained in accordance with requirements prescribed by the City with respect to all matters covered by this Agreement. Except as otherwise authorized by the Department of Family and Community Services of the City, such records shall be maintained for a period of five (5) years after the receipt of final payment under this Agreement.
25. Audits and Inspections:
- A. At any time during normal business hours and as often as the City and/or the appropriate funding entity may deem necessary, there shall be made available to the City for examination, all of the Sub-recipient's records with respect to all matters covered by this Agreement. The Sub-recipient shall permit the City and/or the appropriate funding entity to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Agreement.
- B. Sub-recipients who expend \$750,000 or more of federal funds during the year shall have an audit conducted in accordance with the federal government's Office of Management and Budget Circular A-133 as amended. The audit shall be made by an independent auditor in accordance with generally accepted government auditing standards covering financial and compliance audits on funds provided under this Agreement. Sub-recipients who receive \$25,000 or more in funding from the City, and do not fall under A-133, shall have a financial statement audit conducted by an independent auditor in accordance with generally accepted government auditing standards.
26. Publication, Reproduction and Use of Material: No material produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. The City shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement.
27. Identification of Documents: All reports, maps, and other documents completed as a part of this Agreement, other than documents exclusively for internal use within the City, shall contain the following information on the front cover or title page (or in the case of maps, in an appropriate block): Name of the City, month and year of the preparation, name of the Sub-recipient and descriptive title.
28. Conflict of Interest: No member, officer, or employee of the Sub-recipient, or any other persons who exercises any functions or responsibilities with respect to the programs of the Sub-recipient during his/her tenure, or for one year thereafter, shall have any interest, direct

or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this Agreement. The Sub-recipient shall incorporate, or cause to be incorporated in all such subsequent agreements or sub-agreements, a provision prohibiting such interest pursuant to the purposes of this Section.

29. Compliance with Laws: In performing the Services required hereunder, the Sub-recipient shall comply with all applicable laws, ordinances, and codes of the federal, State and local governments. In addition, the Sub-recipient shall comply with the *Administrative Requirements for Contracts Awarded Under the City of Albuquerque, Department of Family and Community Services, Social Services Program*, as amended, and understands that failure to comply with the *Administrative Requirements* shall constitute grounds for termination of this Agreement.
30. Assignability: The Sub-recipient shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City thereto.
31. Termination for Cause:
 - A. If, through any cause, the Sub-recipient shall fail to fulfill in a timely and proper manner its obligations under this Agreement or if the Sub-recipient shall violate any of the covenants, agreements, or stipulations of this Agreement, including all Exhibits thereto, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Sub-recipient of such termination and specifying the effective date thereof at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, maps, studies, surveys, drawings, models, photographs and reports prepared by the Sub-recipient under this Agreement shall, at the option of the City, become its property, and the Sub-recipient shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.
 - B. Notwithstanding the above, the Sub-recipient shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by the Sub-recipient, and the City may withhold any payments to the Sub-recipient for the purposes of set-off until such time as the exact amount of damages due the City from the Sub-recipient is determined.
32. Termination without Cause by the City: The City may terminate this Agreement without cause at any time by giving at least forty-five (45) days notice in writing to the Sub-recipient. If the Sub-recipient is terminated by the City as provided herein, the Sub-recipient will be paid an amount which bears the same ratio to the total compensation as the Services actually performed bear to the total Services of the Sub-recipient covered by this Agreement, less payments of compensation previously made. If this Agreement is terminated due to the fault of the Sub-recipient, the preceding Section hereof relative to termination shall apply.

33. Force Majeure: The City shall not be liable for failure to perform its obligations under the Contract due to causes beyond the control and without the fault or negligence of either party. Such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or federal government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless City shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit vendor to meet the required delivery scheduled. The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under the Contract.
34. Appropriations: Notwithstanding any provision in this Agreement to the contrary, the terms of this Agreement are contingent upon the City Council of the City of Albuquerque making the appropriations necessary for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the City Council, this Agreement may be terminated at the end of the City's then current Fiscal Year upon written notice given by the City to the Sub-recipient. Such event shall not constitute an event of default. All payment obligations of the City and all of its interest in this Agreement will cease upon the date of termination. The City's decision as to whether sufficient appropriations are available shall be accepted by the Sub-recipient and shall be final.
35. Construction and Severability: If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.
36. Enforcement: The Sub-recipient agrees to pay to the City all costs and expenses including reasonable attorney's fees incurred by the City in exercising any of its rights or remedies in connection with the enforcement of this Agreement.
37. Entire Agreement: This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.
38. Applicable Law: This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New Mexico, and the laws, rules and regulations of the City of Albuquerque.
39. Forum Selection: Any cause of action, claim, suit, demand, or other case or controversy arising from or related to this Agreement shall be brought only in a court located in Bernalillo County, New Mexico. The parties irrevocably submit themselves to and consent to the jurisdiction of such courts. The provisions of this Section shall survive the termination of this Agreement.
40. Ethics and Campaign Practices: The Sub-recipient agrees to provide the Board of Ethics and Campaign Practices of the City of Albuquerque or its investigator (the "Board") or the

City of Albuquerque's Inspector General with any records or information pertaining in any manner to this Agreement whenever such records or information are within the Sub-recipient's custody, are germane to an investigation authorized by the Board and are requested by the Board. The Sub-recipient further agrees to appear as a witness before the Board as required by the Board in hearings concerning ethics or campaign practices charges heard by the Board. The Sub-recipient agrees to require that all subcontractors or sub-consultants employed by the Sub-recipient for any of the Services performed under the terms of this Agreement shall agree in writing to comply with the provisions of this Section. The Sub-recipient and its sub-consultants or subcontractors shall not be compensated for its time or any costs it incurs in complying with the requirements of this Section.

41. ARPA Clauses. The parties shall comply with all federal, state or municipal codes, laws, rules, regulations or ordinances, including but not limited to all ARPA clauses which are incorporated by reference and set forth in Exhibit D.
42. Approval Required: This Agreement shall not become binding upon the City until approved by the highest approval authority of the City required under this Agreement.
43. Electronic Signatures: Authenticated electronic signatures are legally acceptable pursuant to Section 14-16-7 NMSA 1978. The parties agree that this agreement may be electronically signed and that the electronic signatures appearing on the agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

SIGNATURES ON NEXT PAGE

IN WITNESS WHEREOF, the City and the Sub-recipient have executed this Agreement upon the date of the last signature below.

CITY OF ALBUQUERQUE

SUB-RECIPIENT: (Signature below must be that of a board member authorized to bind the corporation)

Approved By:

Approved By:

Lawrence Rael
Interim Chief Administrative Officer

Signature: _____

Name: _____

Title: _____

Date: _____

Homewise, Inc.

Date: _____

DS
PP

DocuSigned by:
Carol M. Pierce

Carol M. Pierce, Director
Department of Family and Community
Services

Date: 5/25/2022 | 4:20 PM MDT

EXHIBIT A**INFORMATION REQUIRED PURSUANT TO 2 CFR §200.332**

Requirements for Pass-Through Entities	
Federal Award Identification	American Rescue Plan Act of 2021 (ARPA), Coronavirus State and Local Fiscal Recovery Fund
Subrecipient Name	Homewise, Inc.
Subrecipient's Unique Entity Number (DUNS)	016268406
Federal Award Identification Number (FAIN)	SLFRP0013
Federal Award Date of Award to the Recipient by the Federal Agency	May 14, 2021
Subaward Period of Performance Start and End Date and Subaward Budget Period Start and End Date	Start Date: Upon execution of agreement End Date: December 31, 2024
Amount of Federal Funds Obligated by this action by the Pass-Through Entity to the Subrecipient	\$3,300,000.00
Total Amount of Federal Funds Obligated to the Subrecipient by the Pass-Through Entity including the current obligation	\$3,300,000.00
Total Amount of the Federal Award committed to the Subrecipient by the Pass-Through Entity	\$3,300,000.00
Federal Award Project Description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	Administer a homeowner occupied rehabilitation program for low to moderate income homeowners.
Name of Federal Awarding Agency	U.S. Department of Treasury
Name of Pass-Through Entity	City of Albuquerque, New Mexico
Contact Information for Awarding Official of the Pass-Through Entity	Carol M. Pierce, Director Department of Family and Community Services 400 Marquette Avenue NW 5 th Floor, Room 504 Albuquerque, N.M. 505-768-2860

	Email address: cpierce@cabq.gov
Assistance Listing Number and Name; the Pass-Through Entity must identify the Dollar Amount made available under each Federal Award and the Assistance Listing Number at Time of Disbursement	Assistance Listing Number: 21.027 Total Award: \$3,300,000
Identification of whether the Award is R & D	Not R&D
Indirect Cost Rate for the Federal Award	\$ N/A
Contact Information for Subrecipient, including name(s) and title(s) of appropriate persons in Subrecipient's organization; mailing address for notices to Subrecipient; telephone number(s) and email addresses.	Homewise, Inc. Mike Loftin, CEO 500 2nd St SW Albuquerque, NM 87102 505-243-6566 mloftin@homewise.org

EXHIBIT B

TREASURY ARPA NEIGHBORHOOD OPPORTUNITY GRANTS

HOME REHABILITATION PROGRAM

SCOPE OF SERVICES

- I. Objectives:
 - A. To achieve the City of Albuquerque Goal Statement #1: People of all ages have the opportunity to participate in the community and economy and are well sheltered, safe, healthy, and educated.
 - B. To increase housing stability and sustainability for low to moderate income homeowners.
- II. Scope of Services: Sub-recipient Homewise, Inc. shall be responsible for administering a Neighborhood Opportunity Grants Home Rehabilitation Program in a manner satisfactory to the City of Albuquerque Department of Family and Community Services (DFCS) and consistent with any standards required as a condition of providing U.S. Treasury, American Rescue Plan Act (ARPA) funding. Sub-recipient shall:
 - A. Service Activities and Outputs:
 1. Provide compensation to contractors to perform minor and major home repairs, up to \$50,000.00 per household for qualified homeowners. Eligible home repair expenses include: heating/mechanical systems, plumbing systems, roofs, doors, windows, siding, electrical systems, and other principal fixtures and standard components where those systems are severely deteriorated or failing or where the repair is necessary to bring those systems up to current building codes and standards.
 2. Income-qualify applicants to ensure they do not exceed 80% of the Area Median Income (AMI). The qualification method used by the Sub-recipient must be approved by the City of Albuquerque, and consistent with all federal requirements.
 3. Verify that the applicant resides in the home for which repairs will be completed.
 4. Conduct the program in accordance with program policies and procedures developed by Homewise, Inc., approved by the City, and consistent with all federal requirements.
 5. Comply with applicable statutory and/or regulatory requirements of 31 CFR Part 35, related to ARPA funds.
 6. Comply with the applicable statutory and/or regulatory requirements of 2 CFR Part 200 related to the Uniform Administrative Requirements for federal awards.
 7. To the maximum extent possible, promote home energy efficiency and/or water consumption reduction with the required repairs.
 8. Maintain homeowner files to include, at a minimum, homeowner application, income verification, verification that applicant resides in the

home, work write up, quotes for work performed, minor and major home repair contractor information, inspection information, demonstration of improved home energy efficiency and/or water consumption reduction (when applicable), proof that the subject property is within the Albuquerque city limits, and documentation of homeowner's signature verifying services received at the completion of the project.

9. Ensure all minor and major home repair contractors are procured in accordance with 2 CFR Part 200 and City-adopted procurement standards to provide repair services that require a license (i.e., electricians, plumbers, roofers). At a minimum, maintain documentation of each minor and major home repair contractor that includes the following:
 - i. An agreement detailing the minor and major home repair contractor's responsibilities with the program parameters;
 - ii. A valid state/city business registration;
 - iii. Worker's Compensation insurance or appropriate waiver as allowed by State Law;
 - iv. General liability insurance;
 - v. Proof of a current and valid State of New Mexico Contractor's License;
 - vi. Proof that the minor and major home repair contractor is not federally debarred (System for Award Management (SAM) printout).
10. Market and brand this program as the "Neighborhood Opportunity Grants Home Rehabilitation Program" in coordination with the City of Albuquerque.
11. Develop and conduct a survey of homeowners one year after the completion of any rehab to measure program success and effectiveness, including the number of homeowners who are still in their homes. The survey shall be developed in consultation with the City.

III. Service Outcomes/Performance Measures:

- A. 100% low to moderate income homeowners qualified by the Sub-recipient will receive minor and major home rehabilitation.
- B. 80% of homeowners who received minor or major home repairs through this Rehabilitation Program are still in their homes one year after rehabilitation.

IV. Service Implementation and Reporting:

- A. Comply with approved income verification method.
- B. Comply with procurement requirements in accordance with 24 CFR Part 200 and City-adopted procurement standards.
- C. Provide Quarterly Reports in the form required by the City.

City of Albuquerque
Department of Family and Community Services
APP #2: Expense Summary Form

1. Agency Name:		Homewise Inc.	
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2. Project Title:		Neighborhood Opportunity Home Rehabilitation Program	
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Expenditure Category	Project Total	City Funding Requested	Percent Request
Personnel Costs:			
Salaries & Wages	164,334.00	96,667.00	58.8%
Payroll Taxes & Benefits	24,361.00	11,504.00	47.2%
Total Personnel Costs	188,695.00	108,171.00	57.3%
Operating Costs- Direct			
Contractual Services	150,000.00	150,000.00	100.0%
Audit Costs			
Consumable Supplies			
Telephone			
Postage and Shipping			
Occupancy			
a. Rent			
b. Utilities			
c. Other			
Equipment Lease			
Equipment Maintenance			
Printing & Publications			
Travel			
a. Local Travel			
b. Out of Town Travel			
Conferences, Meetings, Etc.			
Direct Assistance to Beneficiaries	3,041,829.00	3,041,829.00	100.0%
Membership Dues			
Equipment, Land, Buildings			
Insurance			
Fuel and Vehicle Maintenance			
Total Operating Costs	3,191,829.00	3,191,829.00	100.0%
Total Direct Costs (Personnel & Operating)	3,380,524.00	3,300,000.00	97.6%
Indirect Costs (%; attach Rate Letter)			
TOTAL PROGRAM EXPENSES	3,380,524.00	3,300,000.00	97.6%

MC

4/20/22

City of Albuquerque
Department of Family and Community Services
APP #3: Revenue Summary Form

Agency Name: Homewise, Inc.

Project Title: Neighborhood Opportunity Home Rehabilitation Program

Revenue Sources	Agency Total	% of Agency Budget
Government Revenues		
Revenues from Federal Government other than Medicaid Reimbursement. (On separate lines, list each Federal Agency providing fees/funding and the amount of funding)		
Fees from Federal Government Agencies:		
Homewise does not receive fees from Federal Agencies		0.00%
Grants from Federal Government Agencies:		
		0.00%
		0.00%
		0.00%
Medicaid Reimbursements:		0.00%
Subtotal Federal Agencies	-	0.00%
Revenues from State Government (On separate lines, list each State Agency providing fees/funding and the amount of funding)		
Fees from State Government Agencies:		
		0.00%
		0.00%
Grants from State Government Agencies:		
		0.00%
Subtotal State Agencies	-	0.00%
Revenues from County Government		
Revenues from the City of Albuquerque (including this proposal or contract)	3,300,000.00	100.00%
Other Municipal Government Revenues		
Subtotal Local Government	3,300,000.00	100.00%
TOTAL GOVERNMENT REVENUES FROM ALL SOURCES	3,300,000.00	100.00%
Other Revenue:		
Contributions		0.00%
United Way Revenue		
Other Revenue		0.00%
Subtotal Other Revenues	-	0.00%
TOTAL REVENUE FROM ALL SOURCES	3,300,000.00	100.00%

City of Albuquerque
Department of Family and Community Services
APP #4 - Project Budget Detail Form - Personnel
Page 1 of 1

1. Agency Name: Homewise Inc.

2. Project Title: Neighborhood Opportunity Home Rehabilitation Program

Personnel costs: Use this form to justify all salaries, wages, payroll taxes and fringe benefits shown on the Expense Summary Form. Add additional rows as necessary.

3. FTE on Project	Position Title	Salary for the Project	Amount Requested from the City	Percent Requested (Amount Requested / Salary to the Program)
0.50	Government Contract Administrator -29 Months	96,667.00	96,667.00	100.0%
0.20	Senior Director, Policy & Resource Development-29 mo.	67,667.00	-	0.0%
		-		
		-		
		-		
		-		
		-		
		-		
4. Salaries & Wages this Page		164,334.00	96,667.00	58.8%
5. Payroll Taxes and Employee Benefits *		24,361.00	11,504.00	47.2%
6. Total Personnel Costs		188,695.00	108,171.00	57.3%

MC 4/20/22

City of Albuquerque
Department of Family and Community Services
APP #5 - Project Budget Detail Form - Operating Costs

1. Agency Name: Homewise, Inc

2. Project Title: Neighborhood Opportunity Home Rehabilitation Program

3. Direct and Indirect Costs:

Line Item and Basics (Non-Personnel)	Project Total	Amount Requested	Amount Other Sources	Percent Requested
Contractual Services				
Technical Assistance & Energy Assessments	150,000.00	150,000.00		100.0%
	-	-		
Total Contractual Services	150,000.00	150,000.00		100.0%
Audit Costs	-	-		
Consumable Supplies	-	-		
Telephone	-	-		
Postage and Shipping	-	-		
Occupancy	-	-		
a. Rent	-	-		
b. Utilities	-	-		
c. Other	-	-		
Equipment Lease/Purchase	-	-		
Equipment Maintenance	-	-		
Printing & Publications	-	-		
Travel	-	-		
Conferences, Meetings, Etc.	-	-		

City of Albuquerque
Department of Family and Community Services
APP #5 - Project Budget Detail Form - Operating Costs

1. Agency Name: Homewise, Inc

2. Project Title: Neighborhood Opportunity Home Rehabilitation Program

3. Direct and Indirect Costs:

Line Item and Basics (Non-Personnel)	Project Total	Amount Requested	Amount Other Sources	Percent Requested
Direct Assistance to Beneficiaries				
Home Rehabilitatoin grants	3,041,829.00	3,041,829.00		100.0%
Membership Dues	-	-		
Equipment, Land, Buildings	-	-		
Insurance	-	-		
Fuel and Vehicle Maintenance				
TOTAL OPERATING COSTS	3,191,829.00	3,191,829.00		100.0%

MC 4/20/22

City of Albuquerque
Department of Family and Community Services
APP #6: Budget Detail Form: Projected Drawdown Schedule
Neighborhood Opportunity Home Rehabilitation Program

Indicate the amount and percent of total requested funds which you anticipate expending on a quarterly basis, providing a written explanation of any projected drawdowns which exceed 25% of the total requested funds in any one quarter.

Quarter Ending	Amount to be Requested	Percent of Total
September 30, 2022	\$ 330,000.00	10.00%
December 31, 2022	\$ 330,000.00	10.00%
March 31, 2023	\$ 330,000.00	10.00%
June 30, 2023	\$ 330,000.00	10.00%
September 30, 2023	\$ 330,000.00	10.00%
December 31, 2023	\$ 330,000.00	10.00%
March 31, 2024	\$ 330,000.00	10.00%
June 30, 2024	\$ 330,000.00	10.00%
September 30, 2024	\$ 330,000.00	10.00%
December 31, 2024	\$ 330,000.00	10.00%
Total	\$ 3,300,000.00	100.00%

MC 4/20/22

Explanation:

Assumptions: Contract starts on 7/1/22 and ends on 11/30/24. Projections based on similar draws each quarter.

4. As applicable: Reimbursement Rate – only applicable to unit of service contracts:

Rate: \$ per (hour, client, etc.) \$ per unit unit of service

Annual units:

5. As applicable: Rate Justification – only applicable to unit of service contracts:

**FEDERAL CONTRACT REQUIREMENTS
FOR CONTRACTS FUNDED THROUGH THE ARPA
US DEPARTMENT OF THE TREASURY
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS**

Section 602(b) and 603(b) of the Social Security Act as added by Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021): Requirements of US Department of Treasury, Coronavirus State and Local Fiscal Recovery, ARPA Funds

Maintenance of and Access to Records

(1) Sub-recipient shall maintain records and financial documents sufficient to allow the City to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.

(2) The Treasury Office of Inspector General, the Government Accountability Office, and the Pandemic Relief Accountability Committee, or any of their authorized representatives, shall have the right of access to records (electronic and otherwise) of Sub-recipient and the City in order to conduct audits or other investigations.

(3) Records shall be maintained by Sub-recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

Conflict of Interest

Sub-recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 CFR § 200.318 (c) and that such conflict of interest policy is applicable to each activity funded under this award. Sub-recipient must disclose in writing to Treasury or the City, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 CFR § 200.112.

Compliance with Applicable Law and Regulations

Sub-recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Sub-recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Sub-recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award. Federal regulations applicable to this award include, without limitation, the following:

(1) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, other than such provisions as Treasury may determine are inapplicable, and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.

(2) Universal Identifier and System for Award Management (SAM). 2 CFR Part 25, pursuant to which the award term set forth in Appendix A to 2 CFR Part 25 is hereby incorporated by reference.

(3) Reporting Subaward and Executive Compensation Information, 2 CFR Part 170, pursuant to which the award term set forth in Appendix A to 2 CFR Part 170 is hereby incorporated by reference.

(4) OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 CFR Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 CFR Part 180, subpart B) that the award is subject to 2 CFR Part 180 and Treasury's implementing regulation at 31 CFR Part 19.

(5) Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 CFR Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

(6) Governmentwide Requirements for Drug-Free Workplace, 31 CFR Part 20.

(7) New Restrictions on Lobbying, 31 CFR Part 21.

(8) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 USC §§ 4601-4655) and implementing regulations.

(9) Generally applicable federal environmental laws and regulations.

Statutes and Regulations Prohibiting Discrimination

Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

(1) Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d et seq.) and Treasury's implementing regulations at 31 CFR Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance.

(2) The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 USC §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability.

(3) Section 504 of the Rehabilitation Act of 1973, as amended (29 USC § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.

(4) The Age Discrimination Act of 1975, as amended (42 USC §§ 6101 et seq.), and Treasury's implementing regulations at 31 CFR Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance.

(5) Title II of the Americans with Disabilities Act of 1990, as amended (42 USC §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

Compliance with Civil Rights Requirements

The sub-grantee (Sub-recipient), contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 USC § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract or agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 USC § 2000d et seq., as implemented by the Department of Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

Denying a person access to programs, services, and activities because of Limited English Proficiency (LEP) is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of Treasury's implementing regulations.

The Sub-recipient will have policies and procedures to address violations and complaints of violations of

Title VI. The Sub-recipient will cooperate with any enforcement or compliance review activities by the City or the Treasury, including investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Sub-recipient shall comply with information requests, on-site compliance reviews and reporting requirements.

The Sub-recipient will maintain a complaint log and inform the City of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome.

False Statements

Sub-recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

Publications

Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to the City by the US Department of the Treasury."

Disclaimer

The United States expressly disclaims any and all responsibility or liability to the City, Sub-recipient, or third persons for the actions of the City, Sub-recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.

Increasing Seat Belt Use in the United States

Pursuant to Executive Order 13043, 62FR 19217 (Apr. 18, 1997), the City encourages the Sub-recipient to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

Reducing Text Messaging While Driving

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), the City encourages the Sub-recipient to adopt and enforce policies that ban text messaging while driving, and the Sub-recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

2 CFR Part 200, Appendix II, Contract Requirements	Applicable to:
<p data-bbox="87 138 545 174">Equal Employment Opportunity</p> <p data-bbox="87 212 1073 247">During the performance of this contract, the Sub-recipient agrees as follows:</p> <p data-bbox="87 285 1122 541">(1) The Sub-recipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Sub-recipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:</p> <p data-bbox="87 579 1117 793">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 Sub-recipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.</p> <p data-bbox="87 831 1130 982">(2) The Sub-recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Sub-recipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.</p> <p data-bbox="87 1020 1130 1455">(3) The Sub-recipient will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Sub-recipient's legal duty to furnish information.</p> <p data-bbox="87 1493 1114 1707">(4) The Sub-recipient will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Sub-recipient's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.</p> <p data-bbox="87 1745 1117 1854">(5) The Sub-recipient will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.</p> <p data-bbox="87 1892 1081 1957">(6) The Sub-recipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and</p>	<p data-bbox="1159 138 1503 321">All contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3</p>

orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Sub-recipient's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Sub-recipient may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Sub-recipient will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Sub-recipient will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Sub-recipient becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Sub-recipient may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to

<p>Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.</p>	
<p>Davis Bacon Act</p> <p>The Sub-recipient agrees to 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 sub-contract must be conditioned upon the acceptance of the wage determination. The Sub-recipient must report all suspected or reported violations to the City, who will report the same to the federal awarding agency.</p> <p>All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 CFR Part 5, as applicable.</p> <p>Sub-recipient is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in wage determination made by the Secretary of Labor. Additionally, Sub-recipient is required to pay wages not less than once a week.</p>	<p>All prime construction contracts in excess of \$2,000 awarded by non-Federal entities</p>
<p>Copeland Anti-Kickback Act</p> <p>Sub-recipient shall comply with 18 U.S.C. §874, 40 U.S.C. §3145, and the requirements of 29 CFR Part 3 as may be applicable, which are incorporated by reference into this contract.</p> <p>The Sub-recipient or subcontractor shall insert in any subcontracts the clause above and such other clauses as Treasury or other applicable federal agency may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor with all of these contract clauses.</p> <p>A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor or subcontractor as provided in 29 CFR §5.12.</p>	<p>Applicable for construction work over \$2,000</p>
<p>Contract Work Hours and Safety Standards Act</p> <p>Overtime requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.</p>	<p>Applicable for contracts over \$100,000 that involve mechanics or laborers</p>

<p>Violation; liability for unpaid wages; liquidated damages: In the event of any violation of the clause set forth in paragraph (b)(1) of this section, the Sub-recipient or any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States, for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section.</p> <p>Withholding for unpaid wages and liquidated damages: The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Sub-recipient or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.</p> <p>Subcontracts: The Sub-recipient or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of 29 CFR §5.5, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of 29 CFR §5.5.</p>	
<p>Rights to Inventions Made under a Contract or Agreement</p> <p>If the award meets the definition of “funding agreement” under 37 CFR §401.2(a) and the City 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 City 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 Treasury or other applicable federal agency.</p>	<p>Applicable to funding agreements un 37 CFR 401.2(a)</p>
<p>Clean Air Act and Federal Water Pollution Control Act</p> <p>The Sub-recipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §7401 <i>et seq.</i></p> <p>The Sub-recipient agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to Treasury or other applicable federal agency, and the appropriate Environmental Protection Agency Regional Office.</p> <p>The Sub-recipient agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by Treasury or other applicable federal agency.</p>	<p>Applicable to contracts over \$150,000</p>

<p>Debarment and Suspension</p> <p>This Agreement is a covered transaction for purposes of 2 CFR Part 180 and 2 CFR Part 3000. As such, the Sub-recipient is required to verify that none of the Sub-recipient's principals (defined at 2 CFR §180.995) or its affiliates (defined at 2 CFR §180.905 are excluded (defined at 2 CFR §180.940) or disqualified (defined at 2 CFR §180.935).</p> <p>Sub-recipient must comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.</p> <p>This certification is a material representation of fact relied upon by the City. If it is later determined that the Sub-recipient did not comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, in addition to remedies available to the City, the federal government may pursue available remedies, including but not limited to, suspension and/or debarment.</p> <p>The bidder or proposer agrees to comply with the requirements of 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, while this offer is valid and throughout the period of any contract that may arise from this offer. This bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.</p>	<p>Applicable to all contracts:</p> <p>1) over \$25,000, 2) requiring federal agency approval, 3) for federally required audit services, or 4) a subcontract meeting requirement 1 or 2]</p>
<p>Byrd Anti-Lobbying Amendment</p> <p>Sub-recipients who apply or bid for an award of \$100,000 or more shall 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 shall 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 recipient who in turn will forward the certifications to the awarding agency.</p> <p>If the Agreement exceeds \$100,000, the Sub-recipient must certify compliance with the Byrd Anti-Lobbying Amendment.</p>	<p>Applicable to all contracts; contracts over \$100,000 must certify compliance (see attachment)</p>
<p>Procurement of Recovered Materials</p> <p>In the performance of this Agreement, the Sub-recipient shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:</p> <ol style="list-style-type: none"> 1. Competitively within a time frame providing for compliance with the Agreement performance schedule; 2. Meeting Agreement performance requirements; or 3. At a reasonable price. <p>Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/snm/comprehensive-procurement-guideline-cpg-program.</p>	<p>Applicable to state or political subdivision of the state, if the purchase price of an item exceeds \$10,000 (including value of item acquired over the year)</p>

<p>The Sub-recipient also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.</p>	
<p>Prohibition on Telecommunications/Surveillance</p> <p>§ 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.</p> <p>(a) Recipients and sub recipients are prohibited from obligating or expending loan or grant funds to:</p> <p>(1) Procure or obtain;</p> <p>(2) Extend or renew a contract to procure or obtain; or</p> <p>(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).</p> <p>(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).</p> <p>(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.</p> <p>(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.</p> <p>(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.</p> <p>(c) See Public Law 115-232, section 889 for additional information.</p> <p>(d) See also § 200.471.</p>	<p>Applicable to all contracts</p>
<p>Preference for Domestic Procurements</p>	<p>Applicable to all contracts</p>

§ 200.322 Domestic preferences for procurements.

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.