

**EXHIBIT A-2**

## EXHIBIT A-2

### CITY OF HOUSTON OFFICE OF THE CITY ATTORNEY POLICY ON ENGAGEMENT OF OUTSIDE LEGAL COUNSEL

#### I. DEFINITIONS

A. "Handling City Attorney" means the assistant City attorney who has been assigned to supervise the Firm's provision of legal services in accordance with the terms of the professional services contract between the Firm and the City.

B. "City" means the City of Houston, Texas.

C. "Firm" means the outside law firm retained by the City to provide legal services to the City.

D. "Agreement" means a written professional services contract between the Firm and the City for provision of legal services to the City. Agreement includes a City Purchase Order with an Addendum issued by the City for the provision of legal services.

#### II. INTRODUCTION

When contracting with the Firm, the City of Houston Legal Department expects to receive the highest caliber of professional legal services at the most reasonable price. All Firms providing legal services to the City shall comply with the provisions and directives contained in this Policy. Unless specifically agreed otherwise in writing, this Policy on Engagement of Outside Legal Counsel ("Policy") shall supplement any related Agreement between the Firm and the City. To the extent one or more provisions of the Policy are inconsistent with the terms of the Agreement, the Agreement will govern as to the inconsistent Policy provision.

#### III. THE FIRM'S PROVISION OF LEGAL SERVICES

##### A. The Firm's Staff

1. Concurrent with execution of the Agreement, the Firm shall advise the Handling City Attorney which lawyers in the Firm will provide such legal services. Firm shall not use or bill for additional lawyers or staff without prior approval by the City Attorney.

2. Only one attorney from the Firm shall attend meetings, depositions, arguments, discovery hearings, motion conferences, and so forth. The City will not pay for the participation or attendance of more than one attorney at events absent the City Attorney's prior written approval. In the case of trials and major hearings, the Firm may have a second person attend, with the City Attorney's prior written approval.

3. As the Firm has been retained due to its expertise, the City will not pay and the Firm will not bill or invoice for any time spent or expenses incurred in educating Firm members

or employees in procedural matters or the substantive law applicable to the legal matter the Firm is handling for the City.

4. The City acknowledges that staffing changes at the Firm may be necessary from time to time. However, once the Firm's attorneys or legal assistants have begun handling a legal matter for the City, the City will not pay, and the Firm will not bill or invoice, for any resulting "downtime", "learning time", or expenses that may result from a staffing change at the Firm.

## **B. Coordination of Work with the City Attorney's Office**

I. The Firm shall inform the Handling City Attorney of any relevant developments relating to the legal matter being handled by the Firm, including (but not limited to):

- a. Due dates for:
  - (1) Responses to pleadings.
  - (2) Responses to discovery.
- b. Hearing and trial dates.
- c. Briefing deadlines.
- d. Motion deadlines.
- e. Witness meetings and depositions.

2. If the Handling City Attorney needs to be present at a meeting with the Firm, then the Firm shall schedule the meeting at a time and place convenient for the Handling City Attorney.

3. The Firm must promptly provide drafts of any original briefs, pleadings, or other documents ("Documents") it creates in the course of handling a legal matter for the City to the Handling City Attorney, for his or her approval and a copy of documents once finalized. The City shall not pay the Firm for the fees and expenses the Firm incurs in creating such Documents until the Firm provides them to the Handling City Attorney.

4. The Firm shall ensure that the Handling City Attorney receives copies of the following items in a timely manner.

- a. All pleadings filed by all parties involved. Pleadings shall include motions and exhibit documentation.
- b. All correspondence between the parties, their counsel, or the court.

5. In cases involving litigation, the Firm shall provide a pre-trial memorandum of legal issues and potential outcomes to the Handling City Attorney at least two weeks before commencement of the trial. The Firm shall provide a post-trial memo if requested by the Handling City Attorney.

6. The Firm shall issue no press release, announcement or other release of information relating to legal matters on which it represents the City (or any party the City employs Firm to represent) without the prior consent of the City Attorney.

### **C. Legal Resources**

#### **1. The Firm's Use of the City Attorney's Office's Legal Resources**

a. In order to reduce the City's legal costs where practicable, the Firm's attorneys shall make use of the legal personnel in the City Attorney's office, as well as any other personnel or facilities of the City. For example, the City's legal staff can help the Firm prepare discovery responses or schedule matters associated with the appearance or participation of City employees or officers. The Handling City Attorney will assist the Firm in coordinating such activities.

b. Prior to undertaking a legal research project, the Firm shall ask the Handling City Attorney to provide any research the City Attorney's Office has already performed regarding the legal matter the Firm is to handle for the City. Further, before the Firm undertakes a legal research project, the Handling City Attorney's prior approval is required.

c. In some cases, the Firm's attorney and the Handling City Attorney may share responsibilities for:

- (1) Document retrieval;
- (2) Pre-trial discovery;
- (3) Witness preparation;
- (4) Hearings;
- (5) Trial; and
- (6) Appellate work and argument.

2. Firm's Use of Other Legal Resources. When handling a legal matter for the City, the Firm shall use paralegal personnel whenever possible in order to reduce the City's overall legal costs.

## **IV. PAYMENT**

### **A. The Firm's Budget and Billing Policies**

1. Before the Firm begins handling a legal matter for the City, it shall provide to the City Attorney an initial budget which shall include, at a minimum, a list of each specific legal service the Firm shall perform for the City, and include:

- a. A detailed estimate of all fees, expenses, and costs the Firm shall charge for each legal service to be performed by the Firm;
- b. The identity and billing rate of each of the Firm's attorneys and paralegals who are to perform each legal services; and
- c. The amount of time the Firm expects to take to perform each legal service.

2. The Firm shall update its budget every six months or more frequently when requested by the City Attorney or Handling City Attorney. The Firm shall provide a copy of each revised budget to the City Attorney and Handling City Attorney, and shall point out and explain each material modification or change from previous budgets.

3. *If it becomes apparent to the Firm that it will exceed its budget, the Firm must promptly notify the City Attorney and First Assistant City Attorney in writing, describing in detail the reason(s) why the Firm expects to or has overrun its budget.*

4. The City will not pay any amount in excess of the Firm's budget without the prior written approval of the City Attorney and, where appropriate, the City Council.

5. Failure to submit invoices each month timely, that is on or before the first business day of the month following the month in which services are rendered or expenses incurred, may result in the City denying or reducing payment for the invoiced amounts to the extent the invoiced amounts are (a) unverifiable or disputed by the Handling City Attorney or First Assistant City Attorney, or (b) otherwise prohibited or restricted as described in Section V, Monitoring Contract Funds.

#### **B. The Firm's Legal Fees**

1. The Firm shall bill the City on a monthly basis as follows:

a. The Firm shall identify the total amount to be charged to the City for all legal services provided by the Firm.

b. The Firm shall provide a billing report for each specific legal service performed by the Firm as identified in the Firm's budget. For each such legal service, the billing report shall record:

- (1) each date on which the legal service was performed,
- (2) the time expended performing legal services on each date,
- (3) each member of the Firm, who performed this legal service during this day,
- (4) the billing rate of each member of the Firm so identified, and
- (5) the total charge for performance of the legal service by each Firm member during this day and time. A sample of this billing report is included in Exhibit "A1".

2. All time billed by the Firm shall be in increments of 6 minutes (1/10 of an hour) and shall specifically identify the legal service performed by the Firm's personnel during that time, in accordance with the list of legal services identified in the Firm's budget.

3. Block billing is unacceptable. Each task and its corresponding time entry shall be identified separately.

4. If the Firm expects to be compensated for a conference between two or more of the Firm's personnel without any participants from outside the Firm, then

a. The Firm employees shall not each charge the City for their time spent participating in the conference at their individual hourly billing rates. Instead, the Firm shall be compensated for the conference at an amount that is equal to a "special conference hourly billing rate" multiplied by the length of the conference (in hours). The "special conference hourly billing rate" shall not exceed 150% of the highest billing rate associated with the conference, which the Firm may determine in either of the two following ways:

- (1) As equal to the per-hour billing rate of the Firm employee participating in the conference with the highest per-hour billing rate, or
- (2) As equal to the pro rata billing rate for the conference, which shall be calculated as follows:
  - (a) Each member's hourly billing rate is multiplied by the number of hours that member participated in the conference;
  - (b) Each member's individual per-hour billing rate charge is added together to arrive at the total amount of charges associated with the conference; and
  - (c) The total amount of charges associated with the conference is divided by the number of Firm members participating in the conference.

b. The Firm must justify such an expense in writing at the time the bill for such a meeting is presented to the City, including a description of how the Firm arrived at the "special conference hourly billing rate" charged to the City for this conference.

### **C. The Firm's Expenses**

1. The City shall reimburse the Firm for the actual cost of out-of-pocket expenses incurred by the Firm which are related to the legal matter the Firm handles for the City, as follows:

#### **2. Specific Expense Provisions**

##### **a. Photocopy Expenses.**

- (1) Any photocopy expenses incurred by the Firm at a cost of more than 10 cents per page must be approved in advance by the Handling City Attorney.
- (2) Any photocopy costs in excess of \$500 for a single job must be authorized in advance by the Handling City Attorney. The Firm's request for approval of such photocopy costs must be accompanied by cost estimates provided by at least three (3) photocopy vendors, one of which may be the Firm itself.
- (3) Notwithstanding (1) and (2) above, the Firm shall use vendors such as court reporters and copying services under contract with the City whenever possible. The Firm should ask the Handling City Attorney to identify such contracts for its use.

b. Travel Expenses.

(1) The Firm shall exercise prudence in incurring travel expenses. Travel expenses for lodging, meals, and out-of-town transportation shall be at reasonable rates and consistent with the City's travel policies. It shall be the Firm's responsibility to apprise itself of the City's travel policies; if clarification of such policies is required, the Firm may contact the Handling City Attorney for such clarification.

(2) The Firm shall not charge for any time a Firm member spends traveling or providing legal services during travel, unless otherwise approved in advance by the City Attorney.

(3) Whenever the Firm wishes to have more than one Firm member incur travel expenses related to the legal matter the Firm is handling for the City, the Firm must request and obtain advance approval from the City Attorney for such travel expenses. This requirement applies regardless of whether the different Firm members incur travel expenses at the same time or at different times.

(4) The Firm shall not charge for time or mileage while traveling within the City limits.

c. Telephone / Telecommunications Expenses.

(1) The City shall not pay for any of the Firm's local telephone expenses.

(2) The maximum time the City shall pay for the Firm's long-distance phone calls related to the legal matter the Firm is handling for the City (whether incurred for voice or data transmission) is 6 minutes, unless the Firm provides a detailed explanation justifying payment for a longer period.

(3) The City shall not pay for the following unless agreed to in advance and in writing by the Handling City Attorney:

(a) Fax charges for local numbers;

(b) Fax charges for long distance numbers at more than the cost of the call.

d. The City shall not pay any of the following out-of-pocket expenses incurred by the Firm unless such payment is agreed to in advance by the City Attorney:

(1) Secretarial or word processing services (normal, temporary, or overtime);

(2) Any staff service charges, regardless of when such charges are incurred, such as meals, filing, or proofreading.

e. The following Firm expenses shall not be paid for by the City in any event:

- (1) Office supplies.
- (2) Firm time spent responding to the City's billing inquiries or preparing bills, billing estimates, expense reports, budgets or status reports;
- (3) Overhead, including but not limited to, after-hours air conditioning or heating and online legal research service fees (including but not limited to any Westlaw or Lexis charges or fees), however characterized.

3. The Firm shall bill the City for its expenses by submitting invoices detailing the following for each expense for which the Firm wishes to be reimbursed:

a. Identification of the legal service performed for the City in which the Firm incurred the expense;

b. Identification of the specific expense incurred by the Firm, including but not limited to:

- (1) Long distance calls to the extent permitted under Section C(2)(c) as a reimbursable travel expenses;
- (2) Photocopying;
- (3) Cost of transcripts;
- (4) Cost of expert witnesses; and
- (5) Court costs.

c. If the expense is a travel or out-of-town living expense, then the Firm shall itemize such expenses separately on an attached form and describe in specific detail the type of expense incurred and where applicable, the person incurring the charge or participating in the event. Allowable costs are:

- (1) Travel;
- (2) Lodging;
- (3) Business meetings;
- (4) Meals;
- (5) Taxis and similar ride-sharing or transportation network vehicles (e.g. Uber, Get Me, or Lyft); and
- (6) Case-related long distance telephone or fax charges.

4. In addition to the above invoices, the Firm must also submit receipts or other documentation verifying each expense for which the Firm expects to be reimbursed by the City.

#### **D. Audits and Review**

1. At any time, representatives of the City may audit the Firm's invoices, billings, and invoicing and billing practices respecting the legal services the Firm provides to the City.
2. The Handling City Attorney shall review all bills and invoices and may request that the Firm reasonably adjust such bills and invoices to comply with the provisions and directives contained in this Policy.

#### **V. MONITORING CONTRACT FUNDS**

It is the Firm's responsibility to closely monitor expenditures under the contract and to notify the appropriate First Assistant City Attorney and the Handling City Attorney, in writing, when fees and expenses equal to 80% of the total contract funding have been accrued or committed, even if they have not yet been billed. At this point, the Firm shall stop providing services, unless instructed otherwise by the First Assistant City Attorney or City Attorney, until notified in writing that the City has allocated additional funding. The City has no obligation to pay for invoiced amounts in excess of the 80% allocation in the absence of prior, written approval from the First Assistant City Attorney or City Attorney. **THE CITY SHALL NOT HAVE ANY OBLIGATION TO PAY AND SHALL NOT PAY FOR SERVICES RENDERED OR EXPENSES INCURRED AFTER ALLOCATED FUNDS ARE EXHAUSTED.**

#### **VI. TERMINATION**

Despite the termination provisions set out in the professional services contract agreement between the City and the Firm, the Firm shall not terminate the agreement and stop providing legal services to the City in the following situations:

- A. Within 30 days of a deadline stated in the applicable docket control order;
- B. Within 60 days of a trial setting or administrative hearing or any appellate deadline in the cause in question; or
- C. In any other situation in which the Firm's termination of legal services would result in substantial prejudice to the City's rights.
- D. The Firm may withdraw in accordance with the Texas Disciplinary Rules of Professional Conduct.

**THIS PROHIBITION OF TERMINATION OF THE AGREEMENT UNDER CERTAIN CIRCUMSTANCES DOES NOT AFFECT THE FIRM'S OBLIGATION TO SUSPEND THE PROVISION OF SERVICES UNDER SECTION V ABOVE.**

**EXHIBIT B**



**EXHIBIT B-1**

EXHIBIT B -1

DRUG POLICY COMPLIANCE DECLARATION

I, \_\_\_\_\_ as an owner or officer of  
(Name) (Print/Type) (Title)

\_\_\_\_\_  
(Name of Company)

have personal knowledge and full authority to make the following declarations:

This reporting period covers the preceding six months from \_\_\_\_\_ to \_\_\_\_\_, 20\_\_\_\_.  
Initials:

\_\_\_\_\_  
Initials

A written Drug Free Workplace Policy has been implemented and employees notified. The policy meets the criteria established by the Mayor's Amended Policy on Drug Detection and Deterrence (Mayor's Policy).

\_\_\_\_\_  
Initials

Written drug testing procedures have been implemented in conformity with the Mayor's Drug Detection and Deterrence Procedures for Contractors, Executive Order No. 1-31. Employees have been notified of such procedures.

\_\_\_\_\_  
Initials

Collection/testing has been conducted in compliance with federal Health and Human Services (HHS) guidelines.

\_\_\_\_\_  
Initials

Appropriate safety impact positions have been designated for employees performing on the City of Houston contract. The number of employees in safety impact positions during this reporting period is \_\_\_\_\_.

From \_\_\_\_\_ to \_\_\_\_\_ the following testing has occurred:  
(start date) (end date)

	<u>Random</u>	<u>Reasonable Suspicion</u>	<u>Past Accident</u>	<u>Total</u>
Number Employees Tested	_____	_____	_____	_____
Number Employees Positive	_____	_____	_____	_____
Percent Employees Positive	_____	_____	_____	_____

\_\_\_\_\_  
Initials      Any employee who tested positive was immediately removed from the City worksite consistent with the Mayor's Policy and Executive Order No. 1-31.

\_\_\_\_\_  
Initials      I affirm that falsification or failure to submit this declaration timely in accordance with established guidelines will be considered a breach of contract.

I declare under penalty of perjury that the affirmations made herein and all information contained in this declaration are within my personal knowledge and are true and correct.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Typed or Printed Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

**EXHIBIT C.**

**CONTRACTOR'S CERTIFICATION  
OF NO SAFETY IMPACT POSITIONS  
IN PERFORMANCE OF A CITY CONTRACT**

I \_\_\_\_\_  
(Name) (Print/Type) (Title)

as an owner or officer of \_\_\_\_\_ (Contractor)  
(Name of Company)

have authority to bind the Contractor with respect to its bid, and I hereby certify that Contractor has no employee safety impact positions as defined in §5.17 of Executive Order No. 1-31 that will be involved in performing this City Contract. Contractor agrees and covenants that it shall immediately notify the City's Director of Personnel if any safety impact positions are established to provide services in performing this City Contract.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contractor Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

**EXHIBIT D**

**EXHIBIT D**  
**CDBG PROGRAM REQUIREMENTS**

All references in this document to "Contractor" shall apply to the District and any contractor, or subcontractor performing work in connection with the Voluntary Property Buyout Program, pursuant to the foregoing Agreement.

**SECTION 1**

**Public Law 88-352 and Public Law 90-284; Affirmatively Furthering Fair Housing;**  
**Executive Order 11063**

A. The Contractor shall comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352 42 U.S.C. 2000d et seq.) ("Title VI") and with Title 24 Code of Federal Regulations (CFR) Part 1, which implements Title VI. In accordance with Title VI, no person in the United States shall, on the basis of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Contractor receives federal financial assistance. The Contractor will immediately take any measures necessary to comply with Title VI. If any real property or structure thereon is provided or improved with the aid of federal financial assistance, this clause shall obligate the owner, or in the case of any transfer of such property, any transferee, to comply with the requirements and restrictions contained in this clause for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. [24 CFR §570.601]

B. The Contractor shall comply with Public Law 90-284, which is the Fair Housing Act (42 U.S.C. 3601-3620). In accordance with the Fair Housing Act, the Secretary requires that grantees administer all programs and activities related to housing and urban development in a manner to affirmatively further the policies of the Fair Housing Act. Furthermore, in accordance with section 104(b)(2) of the Act, for each community receiving a grant under subpart D of this part, the certification that the grantee will affirmatively further fair housing shall specifically require the grantee to take meaningful actions to further the goals identified in the grantee's AFH conducted in accordance with the requirements of 24 CFR §5.150 through 5.180 and take no action that is materially inconsistent with its obligation to affirmatively further fair housing. [24 CFR §570.601]

C. Executive Order 11063, as amended by Executive Order 12259 (3 CFR, 1959-1963 Com., p. 652; 3 CFR, 1980 Comp., p 307) (Equal Opportunity in Housing), and implementing regulations in 24 CFR part 107, if applicable. [24 CFR §570.601]

**SECTION 2**

**Section 109 of The Housing and Community Development Act of 1974**

The Contractor shall comply with Section 109 of the Housing and Community Development Act of 1974 ("Section 109") and implementing federal regulations, 24 CFR §570.602, issued pursuant to Section 109. No person in the United States shall, on the basis

of race, color, national origin, religion or sex, be excluded from participation in, be denied benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with community development funds. Section 109 also prohibits discrimination on the basis of age under the Age Discrimination Act and on the basis of disability under Section 504 of the Rehabilitation Act, which shall apply to programs or activities receiving Federal financial assistance under Title I programs. The policies and procedures necessary to ensure enforcement of Section 109 are codified in 24 CFR Part 6. [24 CFR §570.602]

**SECTION 3**  
**Environmental Standards**

Contractor understands that it does not assume the environmental responsibilities located at 24 CFR §58. [24 CFR §570.604]

**SECTION 4**  
**National Flood Insurance Program**

A. If applicable, this Agreement is subject to the requirements of the Flood Disaster Protection Act of 1973 (P.L. 93-234) for areas identified by HUD as having special flood hazards. The use of any funds provided for acquisition or construction in identified areas shall be subject to the Mandatory Purchase of Flood Insurance requirements of section 102(a) of said act.

B. Any contract or agreement for the sale, lease, or other transfer of land acquired, cleared, or improved with assistance provided under this Agreement shall contain, if the land is located in an area identified by HUD as having a special flood hazard, provisions which obligate the transferee and its successors or assigns to obtain and maintain, during the life of the project, flood insurance as required under section 102(a) of the Flood Disaster Protection Act of 1973. These provisions shall be required notwithstanding the fact that the construction on the land is not itself funded with funds provided under this Agreement. [24 CFR § 570.605]

**SECTION 5**  
**Displacement, Relocation, Acquisition and Replacement of Housing**

Contractor understands that projects funded hereunder are subject to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) (42 U.S.C. 4601-4655), as applicable; and that individuals or businesses that are required to move from real property, permanently or involuntarily as a direct result of rehabilitation, demolition, or acquisition for the project assisted hereunder must be compensated pursuant to the URA. [24 CFR § 570.606]

**SECTION 6**  
**Employment and Contracting Opportunities**

A. **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 employment because of race, color, religion sex, or national origin. Contractor will take affirmative action to ensure applicants are employed, and employees are treated during employment, without regard to their 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 § 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. [24 CFR § 570.607]

B. **Section 3 Of The Housing And Urban  
Development Act Of 1968**

(1) The work to be performed under this Agreement is on a project assisted under a program providing federal financial assistance from the Department of Housing and Urban Development (HUD). Section 3 of the Housing and Urban Development Act of 1968, as amended, (12 U.S.C. 1701u, "Section 3") and implementing regulations at 24 CFR Part 135 apply to the Agreement. Under Section 3, to the greatest extent feasible, for any contract award in excess of \$100,000, the Contractor shall give opportunities for training and employment to lower-income residents of the City and shall award contracts for work in connection with the project to business concerns which are located in or owned in substantial part by persons residing in the City.

(2) The Contractor will comply with the provisions of Section 3, and all applicable rules and orders of HUD issued thereunder prior to the execution of the Agreement. The Contractor certifies and agrees that there is no contractual or other disability which would prevent compliance with these requirements.

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

(4) The Contractor will include or have included a Section 3 clause in every subcontract for work in connection with the project. The Contractor shall, at the direction of the City, take appropriate action pursuant to any subcontract upon a finding that the subcontractor is in violation of this Section 3 clause. The Contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135. The Contractor shall not let any subcontract unless the subcontractor has provided the Contractor with a preliminary statement of ability to comply with the requirements of this Section 3 clause.

(5) Compliance with the provisions of Section 3, and all applicable rules and orders of HUD issued thereunder prior to the execution of this Agreement shall be a condition of the federal financial assistance provided to the project. These provisions are binding upon the City, its contractors and subcontractors, their successors and assigns. Failure to fulfill these requirements shall subject the City, its contractors and subcontractors, their successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided.

(6) The Contractor shall have completed, signed and delivered a Voluntary Compliance Form (provided by the City) to the Director prior to the execution of this Agreement.

#### **SECTION 7** **Lead-Based Paint Poisoning Prevention Act**

The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 USC 4851-4856), and the implementing regulations at 24 CFR Part 35, Subparts A, B, J, K and R may apply to activities under the Agreement. [24 CFR §570.608]

## SECTION 8

### Use Of Debarred, Suspended, Or Ineligible Contractors or Subrecipients

(a) 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.

(b) The Contractor shall not use CDBG funds for any contract for the construction, alteration or repair of the project funded under this Agreement with any contractor or subcontractor of a foreign country, or any supplier of products of a foreign country, that is identified by the Office of the United States Trade Representative as discriminating against U.S. firms in conducting procurement for public works projects. This restriction covers, without limitation, all architectural, engineering and construction services, and includes all products or goods, except construction equipment or vehicles used during the construction, alteration or repair which do not become part of a delivered structure, product or project. [24 CFR § 570.609]

## SECTION 9

### 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 applicable, and as they relate to the acceptance and use of Federal funds. [24 CFR §570.610]

## SECTION 10

### Conflict Of Interest

A. In the procurement of supplies, equipment, construction, and services by the City or a subrecipient, the conflict of interest provisions in 2 CFR Part 200, Subpart D - Post Federal Award Requirements, shall apply.

In all cases not governed by 2 CFR Part 200, Subpart D - Post Federal Award Requirements, the provisions of this section shall apply. Such cases include 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 pursuant to §570.202, or grants, loans and other assistance to businesses, individuals and other private entities pursuant to 24 CFR §570.203, § 570.204 or §570.455) or §570.703(i).

- (i) No persons described in paragraph (ii) (below) who exercise or have exercised any functions or responsibilities with respect to CDBG activities or who are in a position to participate in a decision-making process or gain inside information with regard to CDBG 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 CDBG assisted activity, or with respect to the proceeds of the CDBG assisted activity.
- (ii) The requirements of paragraph (i) 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 CDBG grant. [24 CFR §570.611]

**SECTION 11**  
**Executive Order 12372**

Contractor understands that implementing regulations at 24 CFR Part 52 are applicable to planning or construction of water or sewer facilities only, and that such regulation does not impart any responsibility upon it, rather the regulation imposes the Executive Order Review Process upon the City when funds are proposed for activities subject to review. [24 CFR § 570.612].

**SECTION 12**  
**Eligibility for Certain Resident Aliens**

Contractor understands that certain newly legalized aliens, as described in 24 CFR Part 49, are not eligible to apply for benefits under activities meeting the requirements of section 24 CFR § 570.208 (a) that either (1) have income eligibility requirements limiting the benefits exclusively to low and moderate income persons, or (2) are targeted geographically or otherwise to primarily benefit low and moderate income persons (excluding activities serving the public at large, such as sewers, roads, sidewalks, and parks), and that provide benefits to persons on the basis of application.

Contractor further understands that this restriction applies to covered activities funded under the Housing and Community Development Act of 1974, as amended; and that "benefits" under this section means financial assistance, public services, jobs, and access to new rehabilitated housing and other facilities made available under covered activities funded by the Community Development Block Grant Program. Benefits do not include relocation services and payments to which displacees are entitled by law. Furthermore, these restrictions apply only to applicants for new benefits not being received by covered resident aliens as of the effective date of this section. Compliance can be accomplished by obtaining certification as provided in 24 CFR § 49.20. [24 CFR § 570.613]

**SECTION 13**  
**Findings Confidential**

All of the reports, information, data, etc., prepared or assembled by the Contractor for purposes of meeting program requirements are confidential and the Contractor agrees that they shall not be made available to any individual or organization, other than an agency of the United States Government, without the prior approval of the City.

**SECTION 14**  
**Court Actions**

The Contractor agrees to give the City immediate notice in writing of any actions or suits filed and prompt notices of any claims made against the City, the Contractor, or any of the parties involved in the implementation and administration of this Agreement.

**SECTION 15**  
**Compliance With Clean Air And Water Acts**

This Agreement is subject to the requirements of the Clean Air Act, as amended (42 U.S.C. 7400 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq.) and the regulations of the Environmental Protection Agency, **40 CFR §15**. In compliance with the regulations, the Contractor agrees that:

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

B. The Contractor will comply with all the requirements of section 114 of the Clean Air Act, as amended, (42 U.S.C. 7414) and section 308 of the Federal Water Pollution Control Act, as amended, (33 U.S.C. 1318) pertaining to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in section 114 and section 308, and all regulations and guidelines issued thereunder.

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

D. 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.

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.

## **SECTION 16**

### **Architectural Barriers Act and The Americans with Disabilities 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).

The Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218 and 225) (ADA) provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services, and telecommunications. It further provides that discrimination includes a failure to design and construct facilities for first occupancy no later than January 25, 1993 that are readily accessible to and usable by individuals with disabilities. Further, the ADA requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities, where such removal is readily achievable--that is, easily accomplishable and able to be carried out without much difficulty or expense. [24 CFR § 570.614]

**SECTION 17**  
**Records For Audit Purposes**

Without limitation to any other provision of this Agreement the Contractor shall maintain all records concerning the program or project financed under this Agreement which the City reasonably requires for **five years** from the expiration date of the Agreement unless a longer period is required under **24 CFR §570.502**. The Contractor shall maintain records required by **24 CFR §135.120** for the period that HUD requires the records to be maintained. 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.

**SECTION 18**  
**Audit Requirements**

a. 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 at Section 17. 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.

b. 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 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.

**EXHIBIT E**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER  
RESPONSIBILITY MATTERS**

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the CONTRACTOR (referred to herein as the "prospective participant") is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Covered Transaction," without modification, in all covered transactions and in all solicitations for covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND  
VOLUNTARY EXCLUSION— COVERED TRANSACTIONS

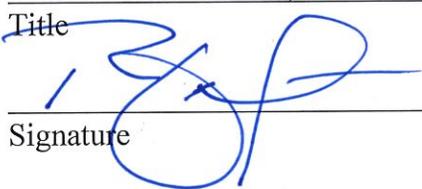
- (1) The prospective participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ICF Incorporated, L.L.C  
CONTRACTOR Company Name

\_\_\_\_\_  
Contract Number

Robert F. Toth  
Name

Senior Vice President, Contracts and Administration  
Title

  
Signature

10/22/2018  
Date

**EXHIBIT F**

**EXHIBIT F**  
**ANTI-LOBBYING CERTIFICATION**

The undersigned Contractor certifies, to the best of his or her knowledge, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any City agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 etseq., apply to this certification and disclosure, if any.

Contractor Name:	ICF Incorporated, L.L.C.
President:	John Wasson
Name of Authorized Official:	Robert F. Toth, Senior VP, Contracts & Admin.
Signature:	
Date:	October 22, 2018

**EXHIBIT G**

## EXHIBIT G

### EQUAL OPPORTUNITY CLAUSE

The applicant/Contractor hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this Agreement, the Contractor agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor 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:  
  
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 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, sexual orientation, gender identity, or national origin.
- (3) The Contractor 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 Contractor's legal duty to furnish information.
- (4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The Contractor 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.
- (6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and 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 Contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said 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 Agreements or federally assisted construction Agreements 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 Contractor 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 subcontract or vendor. The Contractor 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 Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant/Contractor 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 Agreement.

The applicant/Contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractor and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and 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/Contractor 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 Contractor and subcontractors by the administering agency or the Secretary of Labor pursuant to 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.

**EXHIBIT H**

**EXHIBIT I**