

**COMMISSIONERS' ORDER NO. ORD-231-22**

AN ORDER AUTHORIZING THE MAYOR TO EXECUTE A SUBRECIPIENT AGREEMENT WITH NORTHERN KENTUCKY COMMUNITY ACTION COMMISSION (NKCAC) TO PROVIDE TECHNICAL ASSISTANCE TO SMALL BUSINESSES AS PART OF THE CITY'S AMERICAN RESCUE PLAN ACT (ARPA) PRIORITIES, ARPA PROJECT NO. 27.

\* \* \* \*

WHEREAS, the City of Covington was awarded \$35,914,130 in federal ARPA Funds; and

WHEREAS, staff has identified technical assistance to small business as part of the City's American Rescue Plan Act (ARPA) priorities; and

WHEREAS, NKCAC will identify small and home-based business located in qualified census tracts and those impacted by COVID-19 and provide technical assistance services with licenses, permits, business plans, and referrals to other business service organization; and

WHEREAS, staff recommends executing a subrecipient agreement with NKCAC to provide technical assistance to small businesses as part of the City's American Rescue Plan Act Priorities.

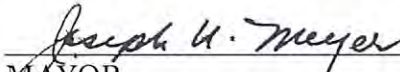
NOW THEREFORE,  
BE IT ORDERED BY THE BOARD OF COMMISSIONERS OF THE CITY OF  
COVINGTON, KENTON COUNTY, KENTUCKY:

Section 1

The Board of Commissioners hereby authorizes the Mayor to execute a Subrecipient Agreement with Northern Kentucky Community Action Commission to provide technical assistance to small businesses as part of the City's American Rescue Plan Act Priorities, ARPA Project No. 27.

Section 2

That this order shall take effect and be in full force when passed and recorded according to law.

  
MAYOR

ATTEST:

  
CITY CLERK

Passed: September 13, 2022

# CITY OF COVINGTON CONTRACT SIGNING COVER SHEET

**Date**  
9/19/22

## COMMISSION CONTRACT (COMMISSION APPROVAL REQUIRED)

**Order #** (Commission Contracts)  
231-22

NOTE: SEE INSTRUCTIONS ON PAGE 2 BEFORE COMPLETING THIS FORM

**Division/Department**  
Economic Development

**Funding Source** (list full fund names & numbers)  
ARPA

**Responsible Staff Person**  
Sarah Allan

**Value/Cost**  
\$185,879

**Start Date** October 1, 2022

**End Date** September 20, 2023

**Payment Terms**  
monthly invoices based on submitted budget

**Contract Term / Renewals** no

**Auto Renew** (yes/no) no

**Staff Email Notification Prior to End Date** (list emails, check preferred # of days notice)  
sarah.allan@covingtonky.gov

**30 Days**  **60 Days**   
**90 Days**  **120 Days**

**Company/Entity** (if multiple, list all)  
Northern Kentucky Community Action Commission, Inc.

**Procurement Method** (Competitive bidding, RFP, QPEF, etc.)  
RFP

**Description**  
Staff has identified technical assistance to small business as part of the City's American Rescue Plan Act (ARPA) priorities; and NKCAC will identify small and home-based

**Notes** (Ex: milestone dates, notice period to terminate, etc.)  
Execution of a subrecipient agreement with NKCAC to provide technical assistance to small businesses as part of the City's American Rescue Plan Act Priorities.

**Electronic Signatures - Use:**  **Decline:**   
(list full name and email of all required signatories or decline e-signature)

**Grant Funds Used - Yes:**  **No:**   
(list all grant fund types and the associated grant #, or check no)  
ARPA

## SIGNING ORDER

*Thomas West*

1. DEPARTMENT HEAD

DATE

*David Davidson*

09/19/2022

CDE866A9CDBCDB2E3B66DF21E14D4281F contractworks

2. LEGAL DEPARTMENT REPRESENTATIVE

DATE

3. FINANCE DEPARTMENT REPRESENTATIVE

DATE

*Ken Smith*

09/19/2022

8910DA31EF927ED1B1EFF08AB58173C1 contractworks

4. CITY MANAGER

DATE

*Joseph H. Meyer*

09/20/2022

E6A53855E0B66E7D8C259B9D9239B77D contractworks

5. MAYOR

DATE

## SLFRF SUBRECIPIENT AGREEMENT

This **AGREEMENT** (the “Agreement”) is entered into on October 1, 2022 (the “Effective Date”), by and between the **CITY OF COVINGTON, KENTUCKY**, a Kentucky municipal corporation of the home rule class (the “City”), and **NORTHERN KENTUCKY COMMUNITY ACTION COMMISSION, INC**, a Kentucky non-profit corporation with a principal office of 717 Madison Avenue, Covington, KY 41011, (the “Subrecipient”) for the Small Business Technical Assistance (the “Program”).

### **Article I. Overview.**

**Section 1.1. Definitions.** The definitions in 2 CFR 200.1 are hereby incorporated into this Agreement.

**Section 1.2. Roles.** For the purposes of this Agreement, the City serves as a pass-through entity.

**Section 1.3. Source of Funding.** This Agreement is funded by a portion of the \$39,914,130 amount allocated to the City by the Coronavirus State Local Fiscal Recovery Fund (“SLFRF”) created under section 603 of the American Rescue Plan Act of 2021 (“ARPA”).

**Section 1.4. Purpose.** The purpose of this Agreement is to establish the terms and conditions for a subaward allocated to the Subrecipient from the City.

**Section 1.5. Disclosures.** Federal regulations, specifically 2 CFR 200.331(a)(1), require the City to provide the Subrecipient with specific information about this subaward. All required information is listed in Exhibit A - Subaward Data.

**Section 1.6. Term.** This Agreement shall govern the performance of the parties for the period of October 1, 2022 (the “Effective Date”) through completion of the Approved Activities and any and all other obligations under this Agreement, with the Approved Activities being ceased by September 30, 2023 (“Expiration Date”), unless earlier terminated by either party in accordance with the terms of this Agreement (“Agreement Term”).

### **Article II. Scope of Funded Activities.**

**Section 2.1. Scope of Services.** Subrecipient shall perform all activities described in the scope of activities, attached hereto as Exhibit B - Approved Activities (the “Approved Activities”).

**Section 2.2. Budget.** Subrecipient shall perform the Approved Activities in accordance with the program budget as approved by the City and attached hereto as Exhibit C - Approved Budget (the “Approved Budget”).

**Section 2.3. Prior Approval for Changes.** Subrecipient may not transfer allocated funds among cost categories within a budgeted program account without the prior written approval of the City; nor shall Subrecipient make any changes, directly or indirectly, to program design, Approved Activities, or Approved Budget without the prior written approval of City.

### **Article III. Compensation.**

**Section. 3.1. Payment of Funds.** City agrees to reimburse Subrecipient for costs actually incurred and paid by Subrecipient in accordance with the Approved Budget and for the performance of the Approved Activities under this Agreement in an amount not to exceed \$185,879 (“Total Agreement Funds”). The amount of Total Agreement Funds, however, is subject to adjustment by the City if a substantial change is made in the Approved Activities that affects this Agreement or if this Agreement is terminated prior to the expiration of the Agreement. Program funds shall not be expended prior to the Effective Date or following the earlier of the Expiration Date or the last day of the Agreement Term. Costs incurred shall only be as necessary and allowable to carry out the purposes and activities of the Approved Activities and may not exceed the maximum limits set in the Approved Budget. Expenses charged against the Total Agreement Funds shall be incurred in accordance with this Agreement. Payments may be

contingent upon certification of the Subrecipient’s financial management system in accordance with the standards specified in 2 CFR 200.302.

**Section. 3.2. Invoices.** On or before the fifteenth (15th) day of each month, Subrecipient shall submit invoices and associated receipts, in a format dictated by City, for the most recent month ended, setting forth actual expenditures of Subrecipient in accordance with this Agreement. Within ten (10) working days from the date it receives such invoice, City may disapprove the requested reimbursement claim. If the reimbursement claim is so disapproved, City shall notify Subrecipient as to the disapproval. A decision by City to disapprove a reimbursement claim is final. There is no appeal process for subrecipient. If City approves payment, then City will disburse the funds without further notice.

**Section. 3.3. City’s Subaward Obligations Contingent on Federal Funding and Subrecipient Compliance.** The payment of funds to Subrecipient under the terms of this Agreement shall be contingent on the receipt of such funds by City from the SLFRF and shall be subject to Subrecipient’s continued eligibility to receive funds under the applicable provisions of local, state, and federal laws, orders, rules, regulations, ordinances, and guidance (“Laws”). If the amount of funds that City receives from the SLFRF is reduced, City may reduce the amount of funds awarded under this Agreement or terminate this Agreement. City also may deny payment for Subrecipient’s expenditures for Approved Activities where invoices or other reports are not submitted by the deadlines specified in this Agreement or for failure of Subrecipient to comply with the terms and conditions of this Agreement.

#### **Article IV. Financial Accountability and Grant Administration.**

**Section. 4.1. Financial Management.** Subrecipient shall maintain a financial management system and financial records related to all transactions with funds received pursuant to this Agreement and with any program income earned as a result of funds received pursuant to this Agreement. Subrecipient must administer funds received pursuant to this Agreement in accordance with all applicable federal and state requirements, including the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, as required by the SLFRF Assistance Listing (21.027). Subrecipient shall adopt such additional financial management procedures as may from time-to-time be prescribed by City if required by applicable federal or state laws or regulations, or guidelines from US Department of Treasury. Subrecipient shall maintain detailed, itemized documentation and other necessary records of all income received and expenses incurred pursuant to this Agreement.

**Section. 4.2. Limitations on Expenditures.** City shall only reimburse Subrecipient for documented expenditures incurred during the Agreement Term that are: (1) reasonable and necessary to carry out the scope of Approved Activities described in Exhibit B; (2) documented as Approved Activities in this Agreement; and (3) incurred in accordance with all applicable requirements for the expenditure of funds payable under this Agreement. City may not reimburse or otherwise compensate Subrecipient for any expenditures incurred or services provided prior to the Effective Date or following the earlier of the expiration or termination of this Agreement.

**Section. 4.3. Indirect Cost Rate.** The indirect cost rate, if any, indicated in the Approved Budget attached as Exhibit C shall apply to this Agreement.

**Section. 4.4. Financial and Other Reports.** Subrecipient shall submit to City such reports and back-up data as may be required by the Federal Government or City, including such reports which enable City to submit its own reports to the US Department of Treasury, in accordance with the following schedule, which may be amended from time to time:

#### **Monthly Reporting – see template in Exhibit D**

- Number of Businesses with Contact
  - Number of Eligible Businesses
  - Number of Ineligible Businesses
  
- Number of Businesses Assisted

- Number in Qualified Census Tracts
  - Number Impacted by Covid
- List Businesses Assisted during the month - please attach business reports

**Business Reports - see template in Exhibit D**

- Name, address, and contact information for businesses served along with the type of assistance provided within the previous 30 days
- Eligibility category(ies) (QCT or documentation of negative economic impacts of COVID-19)
- Services provided to each business (see list of 18 services on Business Report template)

Invoices must show documentation of all expenditures detailed in the City approved Project budget. If personnel costs are included in the Cost Sheet, the names of employees working on the program with the time charged to the program, detailed by date, and tracked in quarter hour increments. Proof of payment must also be included.

**Due Date: 10<sup>th</sup> day of the following month**

**Quarterly Reports – see template in Exhibit D**

(all data is on business reports; aggregated once each quarter with Year-to-Date totals)

- Number of small businesses assisted
- Services provided by business size
- Demographic breakdown
- Jobs created and retained
- Businesses sustained (avoided closure) as a result of support
- Additional funds leveraged (loans/grants)
- Assessment of client’s satisfaction with services provided and impact on client’s ability to retain jobs and operations.

**Due Date: 15<sup>th</sup> day of month following end of quarter**

**Closeout Report**

- Summary of clients’ satisfaction with services provided and impact on client’s ability to retain jobs and operations (will work with City to develop survey and share results)
- Identification of any needed small business or entrepreneurship-related facilities, services, or programs not currently available in the City or region.
- Suggestions on new programs and/or partnerships to help small business with financial assistance
- Presentation to Board of City Commission on the success of the Program and suggested next steps.

**Due Date:** (30) days after the earlier of the Expiration Date

This provision shall survive the expiration or termination of this Agreement with respect to any reports which the Subrecipient is required to submit to City following the expiration or termination of this Agreement.

**Section. 4.5. Improper Payments.** Any item of expenditure by Subrecipient under the terms of this Agreement which is found by auditors, investigators, and other authorized representatives of the City, the US Department of Treasury, or other federal or state instrumentality to be improper, unallowable, in violation of federal or state law, or the terms of this Agreement, or involving any fraudulent, deceptive, or misleading representations or activities of Subrecipient, shall become Subrecipient’s liability, and shall be paid solely by Subrecipient, immediately upon

notification of such, from funds other than those provided by City under this Agreement or any other agreements between City and Subrecipient. This provision shall survive the expiration or termination of this Agreement.

**Section. 4.6. Audits and Access to Records.** Subrecipient certifies compliance with applicable provisions of 2 CFR 200.501-200.521, and continued compliance with these provisions during the term of this section. If Subrecipient is not required to have a Single Audit as defined by 200.501, US Department of Treasury requirements, or the Single Audit Act, then Subrecipient shall have a financial audit performed yearly by an independent Certified Public Accountant. Subrecipient shall provide notice of the completion of any required audits and will provide access to such audits and other financial information related to the Agreement upon request. Subrecipient certifies that it will provide City with notice of any adverse findings which impact this Agreement. This obligation extends for one year beyond the expiration or termination of this Agreement.

**Section. 4.7. Closeout.** Final payment request(s) under this Agreement must be received by City no later than thirty (30) days after the earlier of the Expiration Date or the last day of the Agreement Term. City will not accept a payment request submitted after this date without prior authorization from City. In consideration of the execution of this Agreement by City, Subrecipient agrees that acceptance of final payment from City will constitute an agreement by Subrecipient to release and forever discharge City, its agents, employees, officers, representatives, affiliates, successors and assigns from any and all claims, demands, damages, liabilities, actions, causes of action or suits of any nature whatsoever, which Subrecipient has at the time of acceptance of final payment or may thereafter have, arising out of, in connection with or in any way relating to any and all injuries and damages of any kind as a result of or in any way relating to this Agreement. The Subrecipient's obligations to City under this Agreement shall not terminate until all closeout requirements are completed to the satisfaction of City. Such requirements shall include submitting final reports to City and providing any closeout-related information requested by City by the deadlines specified by City. This provision shall survive the expiration or termination of this Agreement.

#### **Article V. Compliance with Grant Agreement and Applicable Laws.**

**Section. 5.1. General Compliance.** Subrecipient shall perform all Approved Activities funded by this Agreement in accordance with this Agreement, the SLFRF award agreement between City and the US Department of Treasury, and all applicable federal, state and local requirements, including all applicable statutes, rules, regulations, executive orders, directives or other requirements. Such requirements may be different from Subrecipient's current policies and practices. Subrecipient may request City assistance in complying with all applicable requirements. However, Subrecipient remains responsible for ensuring its compliance with all applicable requirements.

**Section. 5.2. Expenditure Authority.** This Agreement is subject to the laws, regulations, and guidance documents authorizing and implementing the SLFRF grant, including, but not limited to, the following:

**Authorizing Statute.** Section 603 of the *Social Security Act* (42 U.S.C. 803), as added by section 9901(a) of the *American Rescue Plan Act of 2021* (Pub. L. No. 117-2).

**Implementing Regulations.** Subpart A of 31 CFR Part 35 (Coronavirus State and Local Fiscal Recovery Funds), as adopted in the *Coronavirus State and Local Fiscal Recovery Funds* interim final rule (86 FR 26786, applicable May 17, 2021 through March 31, 2022) and final rule (87 FR 4338, applicable January 27, 2022 through the end of the SLFRF award term), and other subsequent regulations implementing Section 603 of the Social Security Act (42 U.S.C. 803).

**Guidance Documents.** Applicable guidance documents issued from time-to-time by the US Department of Treasury, including the currently applicable version of the *Compliance and Reporting Guidance: State and Local Fiscal Recovery Funds*.<sup>1</sup>

This Agreement is also subject to all applicable laws of the Commonwealth of Kentucky.

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<sup>1</sup> <https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf>.

**Section. 5.3. Federal Grant Administration Requirements.** Subrecipient shall comply with the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, 2 CFR Part 200 (UG), as adopted by the Department of Treasury at 2 CFR Part 1000 and as set forth in the [Assistance Listing for SLFRF \(21.027\)](#). These requirements dictate how Subrecipient must administer the subaward and how City must oversee Subrecipient.

The applicable UG provisions are as follows:

[Subpart A, Acronyms and Definitions](#)

[Subpart B, General provisions](#)

[Subpart C, Pre-Federal Award Requirements and Contents of Federal Awards](#) (except 2 CFR 200.204, .205, .210, and .213)

[Subpart D, Post Federal; Award Requirements](#) (except 2 CFR 200.305(b)(8) & (9), .308, .309, and .320(c)(4))

[Subpart E, Cost Principles](#)

[Subpart F, Audit Requirements](#)

[2 CFR Part 25](#) (Universal Identifier & System for Award Management)

[2 CFR Part 170](#) (Reporting Subaward and Executive Compensation Information)

[2 CFR Part 180](#) (OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement))

Subrecipient shall document compliance with UG requirements, including adoption and implementation of all required policies and procedures, within thirty (30) days of the execution of this Agreement and during all subsequent reviews during the term of the Agreement. City may provide sample policies or other assistance to Subrecipient in meeting these compliance requirements. Regardless of City's assistance, it is the Subrecipient's responsibility to properly comply with all UG requirements. Failure to do so may result in termination of the Agreement by City.

#### **Section. 5.4. Procurement Requirements.**

(a) **Federal.** Consistent with UG compliance requirements, including the standards in 2 CFR 200.318 for the acquisition of property, equipment, supplies, or services required under this Agreement, Subrecipient shall adopt and enact procurement procedures. Subrecipient's documented procurement procedures must conform to the procurement standards identified in Subpart D of 2 CFR Part 200 (Procurement Standards). Such standards include, but are not limited to, the following:

1. All procurement transactions for property or services shall be conducted in a manner providing full and open competition, consistent with standards outlined in 2 CFR 200.320(1)-(3) and (5), which allows for non-competitive procurements only if either (1) the item is below the micro-purchase threshold; (2) the item is only available from a single source; (3) the public exigency or emergency will not permit a delay from publicizing a competitive solicitation; or (4) after solicitation of a number of sources, competition is determined inadequate.
2. Subrecipient shall maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.
3. Subrecipient shall maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts in conformance with 2 CFR 200.318(c). Subrecipient shall immediately disclose in writing to City any potential conflict of interest affecting the awarded funds in accordance with 2 CFR 200.112.
4. Pursuant to 2 CFR 200.321, Subrecipient shall take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

5. Subrecipient shall “maintain records sufficient to detail the history of procurement. These records will include but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.” 2 CFR 200.318(i).

(b) **Local.** In addition to the requirements described in subsection (a), the Subrecipient shall comply with the following:

1. **Reporting.** Subrecipient shall document, in its quarterly report to **City**, the status of all contracts executed in connection with this Agreement.
2. **City review of solicitations.** Except for micro-purchases made pursuant to 2 CFR 200.320(a)(1) or procurements by small purchase procedures pursuant to 2 CFR 200.320(a)(2), if Subrecipient proposes to enter into any contract for the performance of any of the Approved Activities under this Agreement, then the Subrecipient shall forward to City a copy of any solicitation (whether competitive or non-competitive) at least fifteen (15) days prior to the publication or communication of the solicitation. City will review the solicitation and provide comments, if any, to Subrecipient within three (3) business days. Failure to respond within three (3) business days does not constitute approval by the City. Consistent with 2 CFR 200.324, City will review the solicitation for compliance with applicable procurement standards. City’s review and comments shall not constitute a binding approval of the solicitation. Regardless of City’s review, Subrecipient remains bound by all applicable laws, regulations, and Agreement terms. If during its review City identifies any deficiencies, then City will communicate those deficiencies to Subrecipient as quickly as possible within the three (3) business day window outlined above.
3. **City review of contracts.** Except for micro-purchases pursuant to 2 CFR 200.320(a), if Subrecipient proposes to enter into any contracts for the performance of any of the Approved Activities under this Agreement, then Subrecipient shall forward to City a copy of the written contract prior to contract execution. City shall review the unexecuted contract for compliance with applicable requirements and provide comments, if any, to Subrecipient within three (3) business days. Failure to respond within three (3) business days does not constitute approval by the City. Consistent with 2 C.F.R. §200.324, City will review the unexecuted contract for compliance with the procurement standards outlined in 2 C.F.R. §§200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200. City’s review and comments shall not constitute an approval of the contract. Regardless of City’s review, Subrecipient remains bound by all applicable laws, regulations, and Agreement terms. If during its review City identifies any deficiencies, then City will communicate those deficiencies to Subrecipient as soon as possible within the three (3) business day window outlined above. Subrecipient must correct the noted deficiencies before executing the contract.

(c) **Mandatory Contract Provisions.** Subrecipient must include contract provisions required by UG and other state and federal laws and regulations, and as otherwise dictated by City. Subrecipient may utilize the City’s standard “Uniform Guidance: 2 CFR 200 Contract Requirements” exhibit, attached hereto.

**Section 5.5. Subawards.** In executing this Agreement, Subrecipient may not enter a subaward without prior written approval from City.

**Section 5.6. Property Management.** All real property acquired or improved, and equipment or supplies purchased in whole or in part with SLFRF funds, must be used, insured, managed, and disposed of in accordance with 2 CFR 200.311 through 2 CFR 200.316.

**Section 5.7 Program Income.** If Subrecipient earns program income, as defined in 2 CFR 200.1 during the term of the subaward, it must segregate the gross proceeds of the program income and follow the provisions in 2 CFR 200.307.

**Section 5.8. Federal Restrictions on Lobbying.** Subrecipient shall comply with the restrictions on lobbying in 31 CFR Part 21. Pursuant to this regulation, Subrecipient may not use any federal funds to pay any person to influence or attempt 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 any of the following covered federal actions: the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. Subrecipient shall certify in writing that Subrecipient has not made, and will not make, any payment prohibited by these requirements.

**Section. 5.9. Universal Identifier and System for Award Management (SAM).** Subrecipient shall obtain, and provide to the City, a unique entity identifier assigned by the System for Award Management (SAM), which is accessible at [www.sam.gov](http://www.sam.gov).

**Section. 5.10. Equal Opportunity & Other Requirements.** Subrecipient shall adopt and enact a nondiscrimination policy consistent with the requirements in this section.

**Civil Rights Laws.** Subrecipient shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d *et seq.*) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance.

**Fair Housing Laws.** Subrecipient shall comply with the Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 *et seq.*), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability.

**Disability Protections.** Subrecipient shall comply with section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.

**Age Discrimination.** Subrecipient shall comply with the Age Discrimination Act of 1975 (42 U.S.C. §§ 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.

**Americans with Disabilities Act.** Subrecipient shall comply with Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 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.

**Covington Human Rights Ordinance.** Subrecipient shall comply with City of Covington Human Rights Ordinances (§ 32.040 *et seq.*), which prohibit discrimination on the basis of any protected class, including but not limited to: race, color, religion, sex, sexual orientation, gender identity, age, national origin, ancestry, marital status, parental status, familial status, place of birth, disability, or natural texture, color of hair, hair styles, or protective hair styles (including, but not limited to braids, locks, twists, and coverings).

**Section. 5.11. Suspension and Debarment.** Subrecipient shall comply with the Office of Management and Budget (OMB) Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement) in 2 CFR Part 180, as adopted by the U.S. Department of Treasury at 31 CFR Part 19. Subrecipient represents that neither it, nor any of its principals has been debarred, suspended, or otherwise determined ineligible to participate in federal assistance awards or contracts. Subrecipient further agrees that it will notify City immediately if it or any of its principals is placed on the list of parties excluded from federal procurement or nonprocurement programs available at [www.sam.gov](http://www.sam.gov).

**Section. 5.12. Federal Funding Accountability and Transparency Act of 2006.** Subrecipient shall provide City with all information requested by City to enable City to comply with the reporting requirements of the *Federal Funding Accountability and Transparency Act of 2006* (31 U.S.C. 6101 note).

**Section. 5.13. Licenses, Certifications, Permits, Accreditation.** Subrecipient shall obtain and keep current any license, certification, permit, or accreditation required by federal, state, or local law and shall submit to City proof of any licensure, certification, permit or accreditation upon request.

**Section 5.14. Publications.** Any publications produced with funds from this Agreement shall display the following language: “This project is supported, in whole or in part, by federal Coronavirus State and Local Fiscal Recovery Funds Grant awarded to City of Covington, Kentucky by the U.S. Department of the Treasury.”

**Section 5.15. Program for Enhancement of Contractor Employee Protections.** Subrecipient is hereby notified that they are required to: (1) inform its employees working on any federal award that they are subject to the whistleblower rights and remedies of the program; (2) inform its employees in writing of employee whistleblower protections under 41 U.S.C §4712 in the predominant native language of the workforce; and (3) include such requirements in any agreement made with a subcontractor or subgrantee.

**Section 5.16. Prohibition on Certain Telecommunication and Video Surveillance Services or Equipment.** Pursuant to 2 CFR 200.216, Subrecipient shall not obligate or expend funds received under this Subaward to: (1) procure or obtain; (2) extend or renew a contract to procure or obtain; or (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 described in Public Law 115-232, section 889) as a substantial or essential component of any system, or as a critical technology as part of any system.

**Section 5.17. Use of Name.** Neither party to this Agreement shall use the other party’s name, trademarks, or other logos in any publicity, advertising, or news release without the prior written approval of an authorized representative of that party. The parties agree that each party may use factual information regarding the existence and purpose of the relationship that is the subject of this Agreement for legitimate business purposes, to satisfy any reporting and funding obligations, or as required by applicable law or regulation without written permission from the other party. In any such statement, the relationship of the parties shall be accurately and appropriately described.

**Section 5.18. Highest Compensated Officers.** Subrecipient shall be required to provide City the names and total compensation of the five most highly compensated officers of Subrecipient if: (1) the Subrecipient in the preceding fiscal year received 80 percent or more of its annual gross revenues in Federal awards; (2) \$25,000,000 or more in annual gross revenues from Federal awards; and (3) the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. See FFATA § 2(b)(1) Code of 1986. If this requirement applies to Subrecipient, Subrecipient will submit the list of its five most highly compensated officers to City within thirty (30) days of the execution of this Agreement and yearly thereafter during the Agreement term.

**Section 5.19. Statement of Assurances.** If applicable, Subrecipient certifies compliance with SF 424B (Statement of Assurances – Non-Construction) and SF424D (Statement of Assurances – Construction).

**Section 5.20. Drug-free Workplace Requirements.** Subrecipient shall comply with all drug-free workplace requirements of 31 C.F.R. Part 20.

**Section 5.21. Stevens Amendments Requirements.** Subrecipient shall identify that federal assistance funds were used to fund Approved Activities under this Agreement in any publicity and /or signage relating to the funded project or program.

**Section 5.22. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 Requirements.** If applicable, Subrecipient shall comply with the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.

**Section 5.23.** Subrecipient shall comply with generally applicable federal environmental laws and regulations.

## **Article VI. Cooperation in Monitoring and Evaluation.**

**Section. 6.1. City Responsibilities.** City shall monitor, evaluate, and provide guidance and direction to Subrecipient in the conduct of Approved Activities performed under this Agreement. City must determine whether Subrecipient has spent funds in accordance with applicable laws, regulations, including the federal audit requirements and agreements and shall monitor the activities of Subrecipient to ensure that Subrecipient has met such requirements. City may require Subrecipient to take corrective action if deficiencies are found. The type and degree of monitoring activities depends on the results of the Subrecipient Risk Assessment, as detailed in City's Subrecipient Award and Monitoring Policy for the expenditure of SLFRF funds.

**Section. 6.2. Subrecipient Responsibilities.**

- (a) **Cooperation with City Oversight.** Subrecipient shall permit City to carry out monitoring and evaluation activities, including any performance measurement system required by applicable law, regulation, funding sources guidelines or by the terms and conditions of the applicable grant award, and Subrecipient agrees to ensure, to the greatest extent possible, the cooperation of its agents, employees and board members in such monitoring and evaluation efforts. This provision shall survive the expiration or termination of this Agreement.
- (b) **Cooperation with Audits.** Subrecipient shall cooperate fully with any reviews or audits of the activities under this Agreement by authorized representatives of City, the Kentucky State Auditor, the US Department of Treasury, and the US Government Accountability Office. Subrecipient agrees to ensure to the extent possible the cooperation of its agents, employees, and board members in any such reviews and audits. This provision shall survive the expiration or termination of this Agreement.

**Section 6.3. Interventions.** If City determines that Subrecipient is not in compliance with this Agreement, City may initiate an intervention, in accordance with 2 CFR 200.208 and 2 CFR 200.339. The degree of Subrecipient's performance or compliance deficiency will determine the degree of intervention. All possible interventions are listed below and will depend on the degree of deficiency in Subrecipient's performance or compliance deficiency.

If City determines that an intervention is warranted, it shall provide written notice to Subrecipient of the intervention within thirty (30) days of the completion of a report review, desk review, onsite review, audit review, or procedures engagement review or as soon as possible after the City otherwise learns of a compliance or performance deficiency related to the execution of this Agreement. The written notice shall notify Subrecipient of the following related to the intervention:

- (1) The nature of the additional requirements;
- (2) The reason why the additional requirements are being imposed;
- (3) The nature of the action needed to remove the additional requirement, if applicable;
- (4) The time allowed for completing the actions if applicable; and
- (5) The method for requesting reconsideration of the additional requirements imposed.

City may impose the following interventions on Subrecipient, based on the level of the compliance or performance deficiency that City determines:

**Level 1 Interventions.** These interventions may be required for minor compliance or performance issues.

- (1) Subrecipient addresses specific internal control, documentation, financial management, compliance, or performance issues within a specified time period
- (2) More frequent or more thorough reporting by the Subrecipient
- (3) More frequent monitoring by the City
- (4) Required Subrecipient technical assistance or training

**Level 2 Interventions.** These interventions may be required for more serious compliance or performance issues.

- (1) Restrictions on funding payment requests by Subrecipient
- (2) Disallowing payments to Subrecipient
- (3) Requiring repayment for disallowed cost items
- (4) Imposing probationary status on Subrecipient

**Level 3 Interventions.** These interventions may be required for significant and/or persistent compliance or performance issues.

- (1) Temporary or indefinite funding suspension to Subrecipient
- (2) Nonrenewal of funding to Subrecipient in subsequent year
- (3) Terminate funding to Subrecipient in the current year
- (4) Initiate legal action against Subrecipient

Interventions will remain in place until the underlying performance or compliance deficiency is addressed to the sole satisfaction of City.

**Section 6.4. Records Retention and Access.** Subrecipient shall maintain all records, books, papers and other documents related to its performance of Approved Activities under this Agreement (including without limitation personnel, property, financial and medical records) through at least December 31, 2031, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Agreement. Subrecipient shall make all records, books, papers and other documents that relate to this Agreement available at all reasonable times for inspection, review and audit by the authorized representatives of City, the Kentucky State Auditor, the US Department of Treasury, the US Government Accountability Office, and any other authorized state or federal oversight office.

**Section 6.5. Key Personnel.** Subrecipient shall identify all personnel who will be involved in performing Approved Activities and otherwise administering the Agreement, including at least one project manager and one fiscal officer (the "Key Personnel"). Subrecipient shall notify City of any changes to these personnel within thirty (30) days of the change.

#### **Article VII. Default and Termination.**

**Section. 7.1. Termination for Cause.** City may terminate this Agreement for cause after fifteen days written notice. Cause may include, but is not limited to, misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, or failure to comply with any of the requirements of this Agreement.

**Sec. 7.2. Termination Without Cause.** City may terminate this Agreement for any reason, in its sole discretion, by providing Subrecipient with thirty (30) days prior written notice.

**Sec. 7.3. Termination by Mutual Agreement.** City and Subrecipient may agree to terminate this Agreement for their mutual convenience through a written amendment to this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

**Sec. 7.4. Termination Procedures.** If this Agreement is terminated, Subrecipient may not incur new obligations for the terminated portion of the Agreement after Subrecipient has received the notification of termination. Subrecipient must cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. Subrecipient shall not be relieved of liability to City because of any breach of Agreement by Subrecipient. City may, to the extent authorized by law, withhold payments to Subrecipient for the purpose of set-off until the exact amount of damages due City from Subrecipient is determined.

#### **Article VIII. General Conditions.**

**Section. 8.1. Indemnification.** To the extent permitted by law, Subrecipient agrees to indemnify and hold harmless City, and any of its officers, agents and employees, and the Federal Government from any claims of third parties arising out of any act or omission of Subrecipient in connection with the performance of this Agreement.

**Section. 8.2. Insurance.** Subrecipient must maintain insurance policies with minimum limits as follows:

(a) **Commercial General Liability Insurance.**

- |                      |             |
|----------------------|-------------|
| 1. Each Occurrence   | \$1,000,000 |
| 2. General Aggregate | \$2,000,000 |

- (b) **Professional Liability Insurance.** Insurance providing coverage for (i) claims arising from the errors or omissions of Subrecipient or its sub-contractors; and (ii) the negligence or failure to render a professional service by Subrecipient or its sub-contractors. The insurance policy should provide coverage in the amount of \$2,000,000 each occurrence and \$2,000,000 annual aggregate. The policy must provide for the protection of professional work for two (2) years after completion of the work.
- (c) **Worker's Compensation Insurance.** Subrecipient shall comply with the Commonwealth of Kentucky's requirements for Worker's Compensation Insurance, KRS Chapter 342 through the lifetime of this agreement.

City may require higher limits if warranted by the nature of this Agreement and the type of activities to be provided. The insurer must provide City with a Certificate of Insurance reflecting the coverages required in this Section. All Certificates of Insurance shall reflect thirty (30) days written notice by the insurer in the event of cancellation, reduction, or other modification of coverage. In addition to this notice requirement, Subrecipient must provide City prompt written notice of cancellation, reduction, or material modification of coverage of insurance. If Subrecipient fails to provide such notice, the Subrecipient assumes sole responsibility for all losses incurred by City for which insurance would have provided coverage. The insurance policies must remain in effect during the term of this Agreement.

Subrecipient shall name City as an additional insured except as to workers compensation insurance and it is required that coverage be placed with an "A" rated insurance company acceptable to City. If Subrecipient fails at any time to maintain and keep in force the required insurance, City may cancel and terminate the Agreement without notice.

**Section. 8.3. Venue and Jurisdiction.** City and Subrecipient agree that they executed and performed this Agreement in Kenton County, Kentucky. This Agreement will be governed by and construed in accordance with the laws of Kentucky. The exclusive forum and venue for all actions arising out of this Agreement is the appropriate division of the Kenton County Circuit Courts. Such actions may not be commenced in, nor removed to, federal court unless required by law.

**Section. 8.4. Nonwaiver.** No action or failure to act by City constitutes a waiver of any of its rights or remedies that arise out of this Agreement, nor shall such action or failure to act constitute approval of or acquiescence in a breach of this Agreement, except as specifically agreed in writing.

**Section. 8.5. Limitation of City Authority.** Nothing contained in this Agreement may be deemed or construed to in any way stop, limit, or impair City from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

**Section. 8.6. Severability.** If any provision of this Agreement is determined to be unenforceable in a judicial proceeding, the remainder of this Agreement will remain in full force and effect to the extent permitted by law.

**Section. 8.7. Authorization.** The Subrecipient hereby represents and warrants that it is and will maintain status as a valid non-profit corporation within the Commonwealth of Kentucky, registered with the Kentucky Secretary of State. The Subrecipient further represents and warrants that the individual signing this Agreement is fully authorized to do so on behalf of Subrecipient and that this Agreement is binding on Subrecipient.

**Section. 8.8. Taxes.** Subrecipient acknowledges that any tax consequences or determination relating to the Program Funds shall be the sole responsibility of the Subrecipient. Subrecipient agrees that City shall have no liability to Subrecipient or any third party for any tax consequences resulting from this Agreement.

**Section. 8.9. No Third-Party Beneficiaries.** This Agreement shall not create any rights or causes of action against the City for any third-party, including employees of the Subrecipient and/or the Subrecipient's landlord or clients.

**Section. 8.10. Conflicts of Interest.** By signing this Agreement Subrecipient affirms that Subrecipient is aware of the prohibition against conflicts of interest, gratuities, and kickbacks as set forth in KRS 45A.455, which is specifically incorporated herein by reference, and agrees not to violate these provisions.

**Section. 8.11. Good Standing.** In accordance with City of Covington Code of Ordinances § 35.003, during the term of this Agreement Subrecipient must be in good standing with the City. During the term, Subrecipient shall not have filed pending adverse claims against the City in the form of settlement demands or lawsuits, nor shall Subrecipient be delinquent in obligations to pay loans, fines, liens, or other obligations to the City.

**Section. 8.12. Assignment.** Subrecipient may not assign or delegate any of its rights or duties that arise out of this Agreement without City's prior written consent. Unless City otherwise agrees in writing, Subrecipient and all assigns are subject to all City's defenses and are liable for all Subrecipient's duties that arise from this Agreement and all City's claims that arise from this Agreement.

**Section. 8.13. Integration.** This Agreement contains the entire agreement between the parties pertaining to the subject matter of this Agreement. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed, or implied, between the parties, other than as set forth or referenced in this Agreement.

**Section. 8.14. Notices.** All notices and other communications required or permitted by this Agreement must be in writing and must be given either by personal delivery, approved carrier, email, or mail, addressed as follows, or at such other address as may be provided in a written notice by the parties:

(a) If to the City:

City of Covington, Kentucky  
ATTN: City Manager  
Copy to: City Solicitor  
20 W. Pike Street  
Covington, Kentucky 41011  
covlegal@covingtonky.gov

(b) If to the Subrecipient:

Northern Kentucky Community Action Commission (NKCAC)  
ATTN: Catrena Bowman-Thomas  
Executive Director  
717 Madison Avenue  
Covington, KY 41011  
cbowman-thomas@nkcac.org

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly constituted legal representatives and is effective as of the Effective Date.

**CITY OF COVINGTON, KENTUCKY**

*Joseph U. Meyer*

F6A53855FDB66E7D8C259B9D9239B77D [contractworks.](#)

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Joseph U. Meyer  
Mayor

**SUBRECIPIENT:**  
**NORTHERN KENTUCKY COMMUNITY ACTION COMMISSION (NKCAC)**

*Catrena Bowman*

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Catrena Bowman-Thomas  
Executive Director

**Exhibit A - Subaward Data**

<b>Subrecipient Name</b>	Northern Kentucky Community Action Commission (NKCAC)
<b>Subrecipient Federal Tax ID (TIN):</b>	61-0667805
<b>Subrecipient Unique Entity Identifier (UEI):</b>	UVK7LW4XM2L5
<b>Contact Information for Subrecipient Contact:</b>	Catrena Bowman-Thomas Executive Director <a href="mailto:cbowman-thomas@nkcac.org">cbowman-thomas@nkcac.org</a>
<b>Subaward Period of Performance Start Date:</b>	October 1, 2022
<b>Subaward Period of Performance End Date:</b>	September 30, 2023
<b>Amount of Federal Funds Obligated by this Action by the Pass-Through Entity to the Subrecipient:</b>	\$185,879
<b>Total Amount of Federal Funds Obligated to the Subrecipient by the Pass-Through Entity Including the Current Obligation:</b>	\$285,879
<b>Total Amount of the Federal Award Committed to the Subrecipient by the Pass-Through Entity:</b>	\$285,879
<b>Federal Award Project Description:</b>	ARPA appropriated \$195.3 billion for payments from the Coronavirus State Fiscal Recovery Fund ("SFRF") to states through Treasury. Act § 602(a)(3)(A), ARPA § 9901, 135 Stat. 4, 224
<b>Name of Federal Awarding Agency:</b>	US Department of Treasury
<b>Name of Pass-Through Entity:</b>	City of Covington, Kentucky
<b>Contact Information for CITY OF COVINGTON Authorizing Official:</b>	Joseph U. Meyer, Mayor, JUMeyer@covingtonky.gov
<b>Contact Information for City Project Manager:</b>	Sarah Allan Assistant Director of Economic Development <a href="mailto:sarah.allan@covingtonky.gov">sarah.allan@covingtonky.gov</a>
<b>CFDA Number and Name:</b>	21.027- Coronavirus State and Local Fiscal Recovery Funds
<b>Identification of Whether Subaward is R&amp;D:</b>	Not R&D
<b>Subrecipient Indirect Costs:</b>	See <u>Exhibit C</u> – Approved Budget

**Exhibit B - Approved Activities**

Services Provided	Estimated # of Businesses
Assisted to become properly licensed with the Covington	
Assisted to become properly licensed with Kentucky	
Registered for City email communications	
Completed business financial literacy training program	
Assisted to prepare two years of updated business financials (balance sheet and operating statements)	
Assisted with two-year budget and proforma	
Assisted with active, free, or low-cost marketing tools	
Assisted with local, state, and federal business filings	
Developed and/or revised business plans to increase revenue, optimize market opportunities, support job creation, preserve business continuity and build resilience	
Assessed level of technology and digital proficiency to identify and implemented strategies to leverage technology solutions	
Provided guidance on operational efficiencies, accounting systems, and employee relations	
Provided guidance and support for new product/service development, diversification, repositioning, and legal entity formation	
Provided guidance to businesses whose applications for financing are rejected by educating them on other loans and opportunities or ways to improve credit scores and credit worthiness	
Provided outreach to create awareness of City and other community resources	
Provided referrals to existing community resources to augment direct technical assistance	
Provided guidance on customer profile changes amid the pandemic.	
Provided grant and loan application assistance, including guidance on funding protocols, documentation needed to submit applications, compliance requirements, and direct assistance with technology-related needs in filling out grant/loan applications	
Offered other services or assistance that meet the needs of businesses	
Total	

### Exhibit C: Approved Budget

Consult the City's ARPA Allowable Costs and Cost Principles Policy and the SLFRF Final Rule for specific directives and limitations on cost items.

<b>Budget</b>	<b>ARPA Funds</b>	<b>Other Funds</b>	<b>Total</b>
Salaries	\$88,720		\$88,720
Employee Benefits, Taxes	\$41,700		\$41,700
Professional Fees	\$0		\$
Equipment, supplies, materials	\$6,300		\$6,300
Occupancy	\$3,800		\$3,800
Insurance	\$700		\$700
Training, staff development	\$3,000		\$3,000
Evaluations	\$0		\$
Other (Outreach-Marketing)	\$15,000		\$15,000
Local Travel	\$1,200		\$1,200
Indirect (Cost Rate = 28.70%)	\$25,470		\$25,470
<b>Total</b>	<b>\$185,890</b>		<b>\$185,890</b>

*\* The Base is modified direct total costs (MTDC) of the subaward project. Pursuant to 2 CFR 200.68, MTDC means all direct salaries and wages, applicable fringe benefits, materials and [supplies](#), services, travel, and up to the first \$25,000 of each [subaward](#) (regardless of the [period of performance](#) of the [subawards](#) under the award). [MTDC](#) excludes [equipment](#), [capital expenditures](#), charges for patient care, rental costs, tuition remission, scholarships and fellowships, [participant support costs](#) and the portion of each [subaward](#) in excess of \$25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the [cognizant agency for indirect costs](#).*

**Exhibit D: Reporting Templates**

**Covington Small Business Tech Assistance Program Business Report**

*It is anticipated that businesses will be assisted in more than one month - please complete a form for each month with updated "services provided" and "outcomes"*

**Business Name**

Address \_\_\_\_\_  
Neighborhood - create drop down list for QCT \_\_\_\_\_  
Type of Business - create drop down list \_\_\_\_\_

**Main Contact\***

Role/Title - Owner or Manager \_\_\_\_\_  
Phone \_\_\_\_\_  
Email \_\_\_\_\_

**Size of Business**

Sole Proprietor \_\_\_\_\_  
1 to 10 Employees \_\_\_\_\_  
11 to 25 Employees \_\_\_\_\_  
26 to 50 Employees \_\_\_\_\_

**Eligibility**

Located in QCT? \_\_\_\_\_  
Impacted by COVID \_\_\_\_\_

Select and attach verification - unemployment; business closed; reduction in sales; staff tested positive; etc.

**Month Services Provided**

\_\_\_\_\_

**Services provided - check all that apply**

- \_\_\_\_\_ Assisted to become properly licensed with the Covington
- \_\_\_\_\_ Assisted to become properly licensed with Kentucky
- \_\_\_\_\_ Registered for City email communications
- \_\_\_\_\_ Completed business financial literacy training program
- \_\_\_\_\_ Assisted to prepare two years of updated business financials (balance sheet and operating statements)
- \_\_\_\_\_ Assisted with two-year budget and proforma
- \_\_\_\_\_ Assisted with active, free, or low-cost marketing tools
- \_\_\_\_\_ Assisted with local, state and federal business filings
- \_\_\_\_\_

-	Developed and/or revised business plans to increase revenue, optimize market opportunities, support job creation, preserve business continuity and build resilience.
-	Assessed level of technology and digital proficiency to identify and implemented strategies to leverage technology solutions.
-	Provided guidance on operational efficiencies, accounting systems, and employee relations
-	Provided guidance and support for new product/service development, diversification, repositioning, and legal entity formation.
-	Provided guidance to businesses whose applications for financing are rejected by educating them on other loans and opportunities or ways to improve credit scores and credit worthiness.
-	Provided outreach to create awareness of City and other community resources.
-	Provided referrals to existing community resources to augment direct technical assistance.
-	Provided guidance on customer profile changes amid the pandemic.
-	Provided grant and loan application assistance, including guidance on funding protocols, documentation needed to submit applications, compliance requirements, and direct assistance with technology-related needs in filling out grant/loan applications.
-	Offered other services or assistance that meet the needs of businesses.

**Outcomes of Technical Assistance**

-	Number of jobs created
-	Number of jobs retained

**Business avoided closure as a result of support**

-	Yes/No/TBD
---	------------

**Able to leverage additional funds**

-	Amount in Loans
-	Amount in Grants

**Demographics of Primary Business Owner or Head of Household**

**Race**

White/Caucasian

Black/African American & White/Caucasian  
 Asian  
 Native Hawaiian/Other Pacific Islander  
 Amer. Indian/Alaskan Native & Black/African Amer.  
 Amer. Indian/Alaskan Native White  
 Asian & White  
 Black/African American & White/Caucasian  
 Other Multi-Racial

**Ethnicity**

Hispanic  
 Non-Hispanic

**Income Level**

Moderate  
 Low Income  
 Very Low

**Household Income - Circle Number of People in HH and Total Max Income**

<u>Household Size</u>	<u>Moderate - Over 80% Area Median Income (AMI)</u>	<u>Low Income (80% AMI)</u>	<u>Very Low Income (50% AMI)</u>	<u>Extremely Low Income (30% AMI)</u>
1 Person	\$48,351 or more	\$48,350	\$30,250	\$18,150
2 People	\$55,251 or more	\$55,250	\$34,550	\$20,750
3 People	\$62,151 or more	\$62,150	\$38,850	\$23,350
4 People	\$69,051 or more	\$69,050	\$43,150	\$26,200
5 People	\$74,601 or more	\$74,600	\$46,650	\$30,680
6 People	\$80,101 or more	\$80,100	\$50,100	\$35,160
7 People	\$85,561 or more	\$85,650	\$53,550	\$39,640
8 People	\$91,151 or more	\$91,150	\$57,000	\$44,120

**OPTIONAL QUESTIONS**

**Which of these best describes your current gender identity?**

Cisgender female/woman

Cisgender male/man  
Genderqueer, gender non-binary, or gender fluid  
Transgender female/woman  
Transgender male/man  
A gender not listed here

**Which of these best describes your current sexual orientation?**

Asexual  
Bisexual  
Gay/Lesbian  
Heterosexual/Straight  
Pansexual  
Queer  
A sexual orientation not listed here

## Exhibit E: Uniform Guidance: 2 CFR 200 Contract Requirements

This Agreement, Contract, or Purchase Order (“contract”) involves the use of funds from a Federal government grant. Due to the contract funding source, the following clauses from the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (“Uniform Guidance”), Appendix II are incorporated into and form a part of the terms and conditions of the contract. The full text of the Uniform Guidance may be found at 2 CFR Part 200. Contractor agrees to comply with all applicable clauses and to flow down all applicable clauses to lower-tier subcontractors. Undefined terms herein shall have the same definitions as used in the contract, or if undefined there, in 2 CFR 200.

- 1. Administrative, contractual, or legal remedies (2 CFR 200, Appendix II (A)).** *This section applies if the contract is for more than the federal simplified acquisition threshold.* Upon the occurrence of a violation or breach of the contract terms by a contractor, City may implement any or all of the following remedies, which shall be cumulative i) terminate and cancel the contract; ii) withhold any payment that may be due, provided that such retention of any payment due shall not release the contractor from liability for the default; iii) withhold any retainage that may be held by the City, if allowable under the contract; and/or iv) contract with a third party and complete the contract at the expense of the contractor, or if applicable its surety. In the event the City institutes any of the above remedies, the contractor shall pay the City’s attorney’s fees, court costs and expenses incurred by the City as a result of the contractor’s uncured default. If City or its designee inspects the work and determines that a final payment is due contractor, but later discovers a defective condition in work or materials, then the final payment shall not waive any rights that the City may have against the contractor and the contractor shall correct any defect without additional consideration. The contractor shall reimburse the City for: (a) any fines, fees or penalties imposed on the City as a direct result of the Contractor’s failure to complete the work according to the contract requirements; and (b) for the actual costs, reasonably incurred by the City for engineering, observation, inspection, and administrative services needed to complete the work following an event of default. The implementation of any or all of the remedies herein, shall not affect or terminate any of the rights of the City as against the contractor then existing or which may thereafter accrue because of such default, and the foregoing provision shall be in addition to all other rights and remedies available to the City under the law, including attorneys’ fees incurred in curing the default.
- 2. Termination for Cause or Convenience (2 CFR 200, Appendix II (B)).** *This section applies if the contract is for \$10,000.00 or more and does not otherwise address termination for cause or convenience.* If, through any cause, the contractor shall fail to fulfill in timely and proper manner his obligations under the Contract, or if the contractor shall violate any of the covenants, agreements or stipulations of the Contract, the City shall thereupon have the right to terminate the Contract by giving written notice to the contractor of such termination and specifying the effective date of such termination. Additionally, the City may terminate this Contract at any time for convenience by a notice in writing from the City to the contractor. Notwithstanding the above, the contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Contract by the City, and the City may withhold any payments to the contractor for the purpose of the set off until such time as the exact amount of damages due the City from the contractor is determined. In event of a termination of the Contract, all finished or unfinished documents, data, studies, and reports prepared by the contractor under the Contract shall, at the option of the City, become the property of the City and the contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.
- 3. Equal Employment Opportunity. (2 CFR 200, Appendix II (C)).** *This Section applies if the contract is a “federally assisted construction contract.”* Except as otherwise provided under 41 CFR Part 60, for all contracts that qualify as “federally assisted construction contracts” as defined in 41 CFR Part 60–1.3, contractor agrees to comply with the equal opportunity clause under 41 CFR 60-1.4(b), incorporated herein by reference, and E.O. 11246, “Equal Employment Opportunity,” as amended by E.O. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and as supplemented by regulations at 41 CFR Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.

During the performance of this contract, 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 contract 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 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 contractor 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 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 subcontractor 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.

4. **Davis Bacon Act, as amended (2 CFR 200, Appendix II (D); 40 U.S.C. 3141—3148).** *This section applies if the contract is in excess of \$2,000 and pertains to construction or repair, and further, if required by Federal program legislation.* Contractor shall comply with the Davis- Bacon Act (40 U.S.C. 3141 - 3144 and 3146-3148) and as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractor is required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractor shall be required to pay wages not less than once a week. The City must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation subject to

this section. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The City must report all suspected or reported violations to the Federal awarding agency. The contractor shall comply with the provisions in UG Supplement 1, attached hereto.

5. **Copeland “Anti-Kickback” Act (2 CFR 200, Appendix II (D); 40 U.S.C. 3145).** *This section applies if the contract is in excess of \$2,000 and pertains to construction or repair.* Contractor shall comply with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides in part that contractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which it is otherwise entitled.
6. **Contract Work Hours and Safety Standards Act (2 CFR 200, Appendix II (E); 40 U.S.C. 3701-3708).** *This section applies if the contract is in excess of \$100,000 and involves the employment of mechanics or laborers.* contractor shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
7. **Rights to Inventions Made Under a Contract or Agreement (2 CFR 200, Appendix II (F)).** *This section applies if the contract is for the performance of experimental, developmental, or research work, under a “funding agreement” under 37 CFR 401.2(a).* Contractor shall provide for the rights of the Federal Government and City in any resulting invention in accordance with 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Contracts,” and comply with the requirements of 37 CFR Part 401 and any implementing regulations issued by the awarding agency.
8. **Clean Air Act (42 U.S.C. 7401—7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251— 1387), as amended (2 CFR 200, Appendix II (G)).** *This section applies if the contract is in excess of \$150,000.* The contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401—7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251—1387). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). The contractor agrees to: i) comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. and the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.; ii) 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 the Treasury Department and the appropriate Environmental Protection Agency Regional Office; and iii) include these requirements in each subcontract exceeding \$100,000.
9. **Debarment and Suspension (2 CFR 200, Appendix II (H); E.O.s 12549 and 12689).** *This section applies to all federally funded contracts.* The project related to the procurement notice and/or contract is a federally funded project. In order to respond to this procurement notice, all non-federal entities, contractors, sub-recipients and sub-grantees are required to register in the System for Award Management (SAM) database. SAM is the official free, government operated website. There is NO charge to register or maintain your entity registration record in SAM. All contractors must be registered in SAM prior to receiving an award of contract from the City of Covington. In SAM, your company/business/organization is referred to as an “Entity”. You must register your entity to do business with the U.S. Federal government by completing the registration process in SAM. Detailed instructions for how to register your company/business/organization can be found on UG Supplement 2 attached hereto, “Quick Start Guide for Contract

Registrations". Non-federal entities are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180. These regulations restrict awards, sub-awards, and contracts with certain parties that are debarred, suspended, or otherwise Contractor must comply with 2 CFR Part 180, Subpart C and must include a requirement to comply with this regulation in any lower tier covered transaction it enters into. Contractor shall have an ongoing duty during the term of this Contract to disclose to City on an ongoing basis any occurrence that would prevent contractor from making the certifications contained in this Section 9. Such disclosure shall be made in writing to City within five (5) business days of when contractor discovers or reasonably believes there is a likelihood of such occurrence. This certification is a material representation of fact relied upon by City. If it is later determined that contractor did not comply with 2 CFR Part 180, Subpart C, in addition to remedies available to City, the Federal government may pursue available remedies, including but not limited to suspension and/or debarment.

- 10. Byrd Anti-Lobbying Amendment ((2 CFR 200, Appendix II (I); 31 U.S.C. 1352).** *This section applies if the contract is for \$100,000 or more.* Contractor and its subcontractors shall file the certification required by this statute and associated regulations. 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 City.
- 11. Procurement of recovered materials (2 CFR 200.323).** *This section applies where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000.* The contractor shall comply with the requirements of Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.
- 12. Prohibition on certain telecommunications and video surveillance services or equipment (2 CFR 200.216).** *This section applies to contracts to procure or obtain certain telecommunications and video surveillance services or equipment.* The contractor shall not obligate or expend funding provided under this contract to:

  - i. Procure or obtain;
  - ii. Extend or renew a contract to procure or obtain; or
  - iii. Enter into a contract (or extent 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).

    - a. 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).
    - b. Telecommunications or video surveillance services provided by such entities or using such equipment.
    - c. 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.

- 13. Domestic preferences for procurements (2 CFR 200.322).** *This section applies to all contracts covered by 2 CFR 200.* As appropriate and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of 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 contract. For purposes of this section: i) “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; ii) “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.
- 14. Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms (2 CFR 200.321).** *This section applies to all contracts covered by 2 CFR 200.* The contractor shall take affirmative steps to include minority businesses, women’s business enterprises, and labor surplus area firms when possible by: i) placing qualified small and minority businesses and women's business enterprises on solicitation lists; ii) assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; iii) dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; iv) establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; v) using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; vi) and requiring subcontractors, if subcontracts are to be let, to take the affirmative steps listed in in this Section.

#### **CONFLICTS AMONG CLAUSES APPLICABLE TO THE CONTRACT**

In the event of any conflict among the requirements of clauses applicable to contract, the most stringent requirements of the clauses will apply.

#### **DAVIS-BACON AND RELATED ACTS**

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all

times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The (write in name of Federal Agency or the loan or grant recipient) 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 the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)

(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees -

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's

hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journey men hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the 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 or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

#### **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

(1) 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.

(2) 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 contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), 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, in the sum of \$29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) 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 contractor 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.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section 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 this section.

(c) In addition to the clauses contained in paragraph (b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in § 5.1, the Agency Head shall cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Agency Head shall cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.



## Quick Start Guide for Contract Registrations

### Helpful Information

#### What is an Entity?

In SAM, your company/business/organization is referred to as an "Entity." You register your entity to do business with the U.S. Federal government by completing the registration process in SAM.

SAM is the official **free, government-operated website** – there is NO charge to register or maintain your entity registration record in SAM.

#### What do I need to get started?

- 1. DUNS Number:** You need a Data Universal Numbering System (DUNS) Number to register your entity in SAM. DUNS Numbers are unique for each physical location you are registering. If you do not have one, request a DUNS number for **free** to do business with the U.S. Federal government by visiting Dun & Bradstreet (D&B) at <http://fedgov.dnb.com/webform>. It takes no more than 1-2 business days to obtain a DUNS Number.
- 2. Taxpayer Identification Number:** You need your entity's Taxpayer ID Number (TIN) and Taxpayer Name (as it appears on your most recent tax return). Foreign entities that do not pay employees within the U.S. do not need to provide a TIN. Your TIN is usually your Employer Identification Number (EIN) assigned by the Internal Revenue Service (IRS). Sole proprietors may use their Social Security Number (SSN) assigned by the Social Security Administration (SSA) as their TIN, but are strongly encouraged to obtain a free EIN from the IRS by visiting: <http://www.irs.gov/Businesses/Small-Businesses-&-Self-Employed/How-to-Apply-for-an-EIN>. Allow approximately two weeks before your new EIN is ready for use when registering in SAM.
- 3. All non-Federal entities must mail an original, signed notarized letter to the Federal Service Desk within 60 days of activation.**

### Steps for Registering

1. Type [www.sam.gov](http://www.sam.gov) in your Internet browser address bar.
2. Select Log In to complete authentication and create an account.
3. On the My SAM page select Entity Registrations and then select Register New Entity.
4. Select your type of Entity.
5. If you are registering in SAM.gov so you can conduct business with the government through contracts, select "I want to be able to bid on federal contracts or other procurement opportunities. I also want to be able to apply for grants, loans, and other financial assistance programs."
6. Complete the Core Data section:
  - Validate your DUNS Number information.
  - Enter Business Information (TIN, etc.) This page is also where you create your Marketing Partner Identification Number (MPIN). Remember your MPIN as it will serve as your electronic signature for the IRS Consent to Disclosure of Tax Information on the following page.
  - Enter your CAGE Code if you have one. CAGE codes are tied to DUNS Numbers and cannot be reused. Don't worry if you don't have a CAGE Code for the DUNS Number you are registering: one will be assigned to you after your registration is submitted. Foreign registrants must enter their NCAGE Code before proceeding.
  - Enter General Information (business types, organization structure, etc.) about your entity.
  - Provide your entity's Financial Information, i.e. U.S. bank Electronic Funds Transfer (EFT) Information for Federal government payment purposes. Foreign entities do not need to provide EFT information.
  - Answer the Executive Compensation questions.
  - Answer the Proceedings Details questions.
  - Provide your public search authorization.
7. Complete the "Assertions" section:
  - Enter your entity's goods and services using NAICS Codes and PSCs.
  - Enter your entity's size metrics.
  - Enter optional Electronic Data Interchange (EDI) information.
  - Enter optional Disaster Response Information.
8. Complete the Representations & Certifications section, which is comprised of the Federal Acquisition Regulation (FAR) and Defense Federal Acquisition Regulation Supplement (DFARS) provisions/clauses, Architect-Engine Responses (SF330 Part II), and the Financial Assistance response page.
9. Complete the Points of Contact section: Your Electronic Business POC is integral to the procurement process. Your Government POC will be used by other government systems, such as the CAGE program, when they contact you. List someone with direct knowledge of this registration for both of those POCs.
10. Make sure to select Submit after your final review. You will get a Registration Submitted - Confirmation message on the screen. If you do not see this message, you have not submitted your registration.


**Allow up to 12-15 business days after you submit before your registration is active in SAM.**

For FREE help registering in SAM, contact the supporting Federal Service Desk (FSD) at <https://www.fsd.gov/>



# Signature Certificate

Reference number: AWETU-Q64YM-G6VEY-SDOEY

Signer	Timestamp	Signature
<b>Catrena Bowman-Thomas</b> Email: cbowman-thomas@nkcac.org Sent: 19 Sep 2022 12:47:10 UTC Viewed: 19 Sep 2022 13:25:33 UTC Signed: 19 Sep 2022 13:25:52 UTC		
<b>Recipient Verification:</b> ✓Email verified	19 Sep 2022 13:25:33 UTC	IP address: 209.118.251.30 Location: Atlanta, United States

Document completed by all parties on:  
19 Sep 2022 13:25:52 UTC

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