

## Exhibit B - Draft Amendment

### New Contract Term:

**[X]. Addendum.** *[name of counterparty]* agrees to comply with all requirements set forth in the Addendum, attached hereto as Exhibit [X] and incorporated herein by this reference (the “Addendum”). In the event of a conflict between the Addendum and this Agreement, including all exhibits to this Agreement, the terms contained in the Addendum shall control.

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## EXHIBIT “ ”

### Addendum

1. “Agreement Funds” shall mean funds provided by the City to the [*name of counterparty*] under this Agreement that are Federal grant funds.
2. [*Name of counterparty*] agrees to use Agreement Funds in compliance with all applicable White House Executive Orders (“Executive Order” or “E.O.”), including but not limited to E.O. 14168, E.O. 14173, E.O. 14218, and E.O. 14332, and as further set forth herein.
3. To the extent applicable, [*name of counterparty*] is not required to use Agreement Funds in compliance with Executive Orders that have been revoked or invalidated by court order, including but not limited to E.O. 14154 and E.O. 14008.
4. To the extent applicable, and as long as E.O. 14168 “Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government” is in effect, [*name of counterparty*] agrees that Agreement Funds shall not be used to promote “gender ideology,” as defined in E.O. 14168.
5. To the extent applicable, and as long as E.O. 14182 “Enforcing the Hyde Amendment” is in effect, [*name of counterparty*] agrees that Agreement Funds shall not be used to fund or promote elective abortions.
6. To the extent required by applicable Executive Orders, [*name of counterparty*] shall administer the Loan Agreement in accordance with all applicable immigration restrictions and requirements, including eligibility and verification requirements that apply under title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, as amended (8 U.S.C. 1601-1646)(PRWORA), Executive Order 14218, or other applicable Executive Orders.
7. To the extent required by applicable Executive Orders, for so long as such Executive Orders are in effect and as required by the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (Public Law 104-193), [*name of counterparty*] shall utilize the Systematic Alien Verification for Entitlements (SAVE) system, or an equivalent verification system approved by the Federal government, unless excepted by the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (Public Law 104-193)(PRWORA).
8. To the extent applicable, [*name of counterparty*] shall ensure that the use of Agreement Funds shall comply with Federal anti-discrimination laws, including Title VI of the Civil Rights Act of 1964.
9. [*Name of counterparty* ] agrees that pursuant to E.O. 14332, the City may terminate this Agreement “if an award no longer effectuates the program goals or agency priorities” or, in the case of a partial termination by the City, if the federal granting agency “determines that the remaining portion of the Federal award will not accomplish the purposes for which the Federal award was made.”
10. [*Name of counterparty* ] acknowledges that Executive Orders included in this Addendum may be subject to interpretation and decision by various federal courts which may be binding upon the Agreement.

11. *[name of counterparty]* acknowledges that this Addendum does not include an exhaustive list of current Executive Orders and that Executive Orders are subject to change and modification.
12. *[name of counterparty]* is responsible for monitoring and being knowledgeable of all White House Executive Orders.
13. In executing the Agreement, *[name of counterparty]* acknowledges that 1) the City has not provided legal interpretations or advice related to this Addendum; and 2) *[name of counterparty]* has had the opportunity to consult with, and be advised by, an independent legal counsel regarding matters pertaining to this Addendum.