

K23-1092

**AMENDMENT NO. 4 TO THE
PROFESSIONAL SERVICES AGREEMENT**

**BETWEEN
THE CITY OF NEW ORLEANS
AND
ARBOR E&T, LLC
D/B/A**

**EQUUS WORKFORCE SOLUTIONS
RFP No. 1025**

THIS FOURTH AMENDMENT (the “**Amendment**”) is entered into by and between the City of New Orleans, represented by LaToya Cantrell, Mayor (the “**City**”), and Arbor E&T, LLC d/b/a/ Equus Workforce Solutions, represented by Mark Douglass, President (the “**Contractor**”). The City and the Contractor may sometimes be collectively referred to as the “**Parties**.” The Amendment is effective as of July 1, 2023 (the “**Effective Date**”).

RECITALS

WHEREAS, on February 10, 2021, the City issued Request for Proposals No. 1025, seeking qualified entities to provide professional services as the City’s One-Stop Operator and WIOA Service Provider for the JOB1 Business and Career Solutions Center (“**RFP No. 1025**”); and

WHEREAS, the Workforce Innovation and Opportunity Act of 2014 (“**WIOA**” or the “**Act**”) was enacted to provide workforce development employment and training services to employers, job seekers, and underemployed workers through a coordinated and integrated network of workforce partners linked with education and economic development; and

WHEREAS, the Governor of the State of Louisiana has designated the Parish of Orleans, City of New Orleans as a local Workforce Development Area pursuant to the Act; and

WHEREAS, the City, through its Office of Workforce Development and the Workforce Development Board (“**LWDB**”), has been allocated funding by the U.S. Department of Labor, Employment and Training Administration [Federal Award Identification Number (**FAIN**): AA-38532-22-55- A-22] for the provision of WIOA Catalog of Federal Domestic Assistance (**CFDA**) 17.258 Adult, WIOA CFDA 17.278 Dislocated Worker, and WIOA CFDA 17.259 Youth activities, and services pursuant to the Act; and

WHEREAS, the Contractor is a “Subrecipient” of the City, and the City selected the Contractor to perform the professional services described in RFP No. 1025; and

WHEREAS, effective July 1, 2021, the City and the Contractor entered into a Professional Services Agreement for services related to the operation of the JOB1 Business and

Career Solutions Center (the “**Agreement**”); and

WHEREAS, effective, January 17, 2022, the City and the Contractor entered into Amendment One to provide additional funding to increase the Agreement’s compensation (“**Amendment One**”); and

WHEREAS, effective, July 1, 2022, the City and the Contractor entered into Amendment Two to provide additional funding to increase the Agreement’s compensation and to extend the Agreement’s term through June 30, 2023 (“**Amendment Two**”); and

WHEREAS, effective, January 1, 2023, the City and the Contractor entered into Amendment Three to provide additional funding to increase the Agreement’s compensation and to add the following clauses: Inventory Record in accordance with 2 CFR 200.313(d)(3) and Management Fees/Profit (“**Amendment Three**”); and

WHEREAS, the City desires to continue to engage the Contractor as the Operator and WIOA Service Provider for the JOB1 Business and Career Solutions Center Adult and Youth Programs in accordance with the Workforce Innovation and Opportunity Act, CFDA 17.258 Adult, CFDA 17.278 Dislocated Worker, and CDFA 17.259 Youth; and

WHEREAS, The City and the Contractor, each having the authority to do so, desire to enter this Amendment to increase the Agreement’s compensation and to add/modify certain terms and conditions; and

NOW THEREFORE, for good and valuable consideration, the City and the Contractor amend the Agreement as follows:

1. **Contractor’s Obligation.** The Parties are amending Article I, Section A(7)(b)(xiv): Adult and Dislocated Worker Services to ensure that a minimum of seven hundred (700) participants are placed in unsubsidized employment.
2. **Compensation.** The compensation described in Article IV, Section (A) of the Agreement is increased by \$6,681,792.95, to a total amount not to exceed \$26,825,046.35, as described in Article IV, Section (B).
3. **Special Conditions for WIOA One Stop Operator and Service Provider Contracts.** The “Special Conditions,” attached as Exhibit “A” to this Agreement, are expressly incorporated into the Agreement and effective immediately, as the City has indicated it will or may seek reimbursement under the Workforce Innovation and Opportunity Act of 2014 in the procurement documents or upon the City’s notice to the Contractor that the City intends to seek reimbursement under the Workforce Innovation and Opportunity Act of 2014 in connection with the work to be performed under this Agreement.
4. **Special Conditions for Louisiana Workforce Commission Intergovernmental Agreements.** The Louisiana Workforce Commission Subaward Grant Agreement’s terms and conditions, attached as Exhibit “B” to this Agreement, are expressly incorporated into the Agreement and effective immediately, as the City has indicated it will or may seek funding through an

Intergovernmental Agreement with the Louisiana Workforce Commission (“**Subgrant Award**”) in the procurement documents or upon the City’s notice to the Contractor that the City intends to seek reimbursement under the Subgrant Award in connection with the work to be performed under this Agreement.

5. **Additional Miscellaneous Provisions.** The following terms and conditions are either amended or added to the Agreement:

ARTICLE I – THE CONTRACTOR’S OBLIGATIONS

(Article I, Section A(7)(b)(xiv) is amended as follows)

b. Adult and Dislocated Worker Services: The Contractor will:

- xiv. Ensure that a minimum of seven hundred (700) participants are placed in unsubsidized employment.

ARTICLE IV – COMPENSATION

(Article IV, Sections “A” and “B” are amended as follows)

A. Rate of Compensation.

1. The City will pay the Contractor the following amount: six million six hundred eighty-one thousand, seven hundred ninety-two dollars and 95/100 cents (\$6,681,792.95) on a monthly cost reimbursement basis. The breakout is as follows: WIOA Adult \$1,182,186.00, Dislocated Worker \$1,161,234.00, Youth \$1,264,433.00, and Disaster IDA \$458,494.31 carryover, DDWG CAREERS \$1,500,524.64 carryover; NOLA Summer \$68,000.00, Pathway 4 HOME \$1,046,921.00, for a total cost not to exceed \$6,681,792.95.

FUNDING INFORMATION

Funding Source: U.S. Department of Labor, Employment and Training Administration
Federal Award Identification Number (FAIN):

AA-23A55AY00034 Youth Activities

Adult Activities

Dislocated Worker Activities

Federal Award Date: 07/01/2023

Total Amount of Federal Funds Obligated to Subrecipient: \$4,301,027

Total Amount of the Federal Award: Youth: \$14,121,001; Adult: \$13,875,218; Dislocated Worker: \$15,423,284

Catalog of Federal Domestic Assistance (CFDA) Numbers and Name:

17.259 – WIA/WIOA Youth Activities

17.258 – WIA/WIOA Adult Activities

17.278 – WIA/WIOA Dislocated Worker Activities

Is this Agreement for R & D? ☐ Yes ☒ No

CONTACT PERSON: Rufus Nwogu, Ph. D

2. This Agreement does not guarantee any amount of work or compensation except as specifically authorized by the City in accordance with the terms and conditions of this Agreement.
3. The stated compensation is inclusive, and includes no additional amounts for, the Contractor's costs, including without limitation all expenses relating to overhead, administration, subcontractors, employees, bid preparation, bonds, scheduling, invoicing, insurance, record retention, reporting, inspections, audits, the correction of errors and omissions, or minor changes within the scope of this Agreement. The City will not consider or be obligated to pay or reimburse the Contractor any other charges or fees, and the Contractor will not be entitled to any additional compensation or reimbursement, except otherwise specifically provided in the Agreement.
4. The Contractor immediately will notify the City in writing of any reduction to the rate of compensation for its most favored customer and the rate of compensation established by this Agreement automatically will adjust to the reduced rate effective as of the effective date of the reduction for the most favored customer.

B. **Maximum Amount.** The lifetime maximum aggregate amount payable by the City under this Agreement is **\$26,825,046.35**. This amount may be increased by a validly executed amendment with the City's Department of Finance's certification of the availability of funds. Additionally, this amount may be decreased by a validly executed amendment due to Federal/State rescission of funding.

6. **Convicted Felon Statement.** The Contractor swears that it complies with City Code Section 2-8(c). No Contractor principal, member, nor officer has, within the preceding five (5) years, been convicted of, or pled guilty to, a felony under state or federal statutes for embezzlement, theft of public funds, bribery, or falsification or destruction of public records.

7. **Non-Solicitation Statement.** The Contractor swears that it has not employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Amendment. The Contractor has not paid nor agreed to pay any person, other than a bona fide employee working for it, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from this Amendment.

8. **Prior Terms Binding.** Except as otherwise provided by this Amendment, the terms and conditions of the Agreement remain in full force and effect.

9. **Counterparts.** This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original copy of this Amendment, but all of which, when taken together, shall constitute one and the same agreement.

10. **Electronic Signature and Delivery.** The Parties agree that a manually signed copy of this Amendment and any other document(s) attached to this Amendment delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an originally signed copy of this Amendment. No legally binding obligation shall be created with respect to a Party until such Party has delivered or caused to be delivered a manually signed copy of this Amendment.

[SIGNATURES ARE CONTAINED ON THE NEXT PAGE]

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the City and the Contractor, through their duly authorized representatives, execute this Agreement.

CITY OF NEW ORLEANS

BY: 
LATOYA CANTRELL, MAYOR

Executed on this 7th of November, 2023.

FORM AND LEGALITY APPROVED:
LAW DEPARTMENT

BY: 

PRINTED NAME: Andrew Gregorian

ARBOR E&T, LLC D/B/A EQUUS WORKFORCE SOLUTIONS

BY: 
MARK DOUGLASS, PRESIDENT


FEDERAL TAX I.D.

[EXHIBITS CONTAINED ON THE NEXT PAGES]

EXHIBIT "A"

SPECIAL CONDITIONS:

ADDITIONAL PROVISIONS IN ALIGNMENT WITH LOUISIANA WORKFORCE COMMISSION, LWC, AND OFFICE OF WORKFORCE DEVELOPMENT SUBAWARD GRANT AGREEMENT

A. Other Allowable Uses and Funding Limits for WIOA Funds.

1. The Contractor may reserve and use up to 20 percent of the funds allocated to the local areas for adult and dislocated worker-training activities to pay for the Federal share of the cost of providing training through a training program for incumbent workers. [WIOA §134 (d) (4) (A) (i)].
2. In accordance with WIOA §129 (a) (4) (A), in general, not less than 75 percent of funds available for youth workforce investment activities must be spent on out-of-school youth. [Out- of -school youth is defined at WIOA §129 (a) (1) (B).] Further, WIOA §129 (c) (4) requires that at least 20 percent of Youth formula funds be spent on paid and unpaid work experiences that incorporate academic and occupational education for either out-of-school or in-school youth. Failure to comply may result in penalties for noncompliance.
3. In accordance with the policy of the local board, the Contractor may set aside up to 10 percent of the allocation for adult and dislocated worker training activities to provide transition jobs. [WIOA §134 (d) (5)]. The definition for transitional jobs is time-limited, subsidized work experiences that help individuals who are chronically unemployed and have barriers to employment, who have established a work history, and who have developed skills to access unsubsidized employment and progressed in the workplace.

B. Veterans' Priority Provisions. Federal grants for qualified job training programs funded in whole or in part, by the U.S. Department of Labor, are subject to the provisions of the "Jobs for Veterans Act" (JVA), Public Law 107-288 (38 USC 4215). The JVA provides priority of service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services. Training and Employment Guidance Letter (TEGL) No. 10-09 (November 10, 2009), and Section 20 of the Code of Federal Regulations (CFR) Part 1010 (effective January 19, 2009) provide general guidance on the scope of the veterans' priority statute and its effect on current employment and training programs. Where applicable, the Contractor agrees to comply with the Veteran's Priority Provisions.

C. Buy American Notice Requirement. The Contractor shall ensure, to the greatest extent practicable, that all equipment and products purchased with funds made available under the WIOA will be American made. See WIOA Section 502—Buy- American Requirements.

D. Fiscal Funding / Availability of Funding Clause. In the event federal funds anticipated under the Act should not be received timely, or should be suspended or terminated, in

whole or part, the City reserves the right, at its sole discretion, to suspend or terminate this Agreement. The City shall notify the Contractor in writing that the Agreement is suspended or terminated within a reasonable period of time. The City shall not be liable for the payment of any work or services after the date of termination and/or suspension of the federal funds.

- E. **Anti-Nepotism.** No individual may be placed in a WIOA employment activity if a member of that person's immediate family is directly supervised by or directly supervises that individual.
- F. **Entertainment Costs.** Entertainment costs, including amusement, diversion, and social activities are unallowed except when considered to have a programmatic purpose and only if authorized or approved by the Federal awarding agency. 2 CFR 200.438.
- G. **Equipment and other Capital Expenditures.** Capital Expenditures for general-purpose equipment, buildings, and land are unallowable as direct charges, except with the prior written approval of the Federal awarding agency or LWC. 2 CFR 200.439.
- H. **Costs resulting from fines, penalties, damages, settlements.** Costs resulting from Contractor violations of, alleged violations of, or failure to comply with, Federal, state, tribal, local, or foreign laws and regulations are unallowable, except when incurred as a result of compliance with specific provisions of the Federal award, or with prior written approval of the Federal awarding agency. 2 CFR 200.441.
- I. **Goods and Services for Personal Use.** Costs of goods or services for personal use of the Subrecipient's employees are unallowable regardless of whether the cost is reported as taxable income to the employees. Costs of housing (e.g., depreciation, maintenance, utilities, and furnishings, rent), housing allowances and personal living expenses are only allowable as direct costs regardless of whether reported as taxable income to the employees. In addition, to be allowable, direct costs must be approved in advance by the Federal awarding agency. 2 CFR 200.445.
- J. **Insurance and Indemnification.** Costs of insurance required or approved and maintained, pursuant to the Federal award, are allowable. Costs of other insurance or of contributions to any reserve covering the risk of loss of, or damage to, Federal government property are unallowable except to the extent that the Federal awarding agency has specifically required or approved such costs. 2 CFR 200.447.
- K. **Memberships, Subscriptions, and Professional Activity Costs.** Costs of the Subrecipient's membership in business, technical, and professional organizations are allowable. Costs of the non-Federal entity's subscriptions to business, professional, and technical periodicals are allowable. Costs of membership in any civic or community organization are allowable with prior approval by the Federal awarding agency or LWC. Costs of membership in any country club or social or dining club or organization are unallowable. Costs of membership in organizations whose primary purpose is lobbying are unallowable. 2 CFR 200.454.

- L. Organization Costs.** Costs such as incorporation fees, brokers' fees, fees to promoters, organizers or management consultants, attorneys, accountants, or investment counselor, whether or not employees of the Contractor in connection with establishment or reorganization of an organization, are unallowable except with prior approval of the Federal awarding agency. 2 CFR 200.455.
- M. Participant Support Costs.** Participant support costs are direct costs such as stipends or subsistence allowances, travel allowances, and registration fees paid to or on behalf of participants or trainees (but not employees) in connection with conferences or training projects. In connection with conferences and training projects, participant support costs for items such as stipends or subsistence allowances, travel allowances, and registration fees paid to or on behalf of participants or trainees (but not employees) are allowable with the prior approval of the Federal awarding agency. 2 CFR 200.456.
- N. Pre-award Costs.** All costs incurred by the Contractor prior to the start date specified in the award are incurred at the Contractor's own expense. Such costs are allowable only to the extent that they would have been allowable if incurred after the date of the Federal award and only with the written approval of the Federal awarding agency. 2 CFR 200.458.
1. Use. Except as otherwise provided by Federal statutes or by the Federal awarding agency, real property will be used for the originally authorized purpose as long as needed for that purpose, during which time the non-Federal entity must not dispose of or encumber its title or other interests.
 2. Disposition. When real property is no longer needed for the originally authorized purpose, the non-Federal entity must obtain disposition instructions from the Federal awarding agency or pass-through entity (LWC).
- O. Selling and Marketing Costs.** Costs of selling and marketing any products of the Contractor are unallowable, except as direct costs with prior approval from the Federal awarding agency when necessary for the performance of the Federal award. 2 CFR 200.467.
- P. Travel.** Professional staff may be required to travel throughout the state while performing their job duties. Subrecipients must have policies and procedures in place related to travel costs. All travel in direct support of this Agreement will be paid to program staff in accordance with the Subrecipients written travel policy and procedure. Subrecipients' travel policy and procedure must be approved by the board and comply with the requirements of the Workforce Innovation and Opportunity Act and the Uniform Administrative Guidance, 2 CFR Part 200. Travel costs are the expenses for transportation, lodging, subsistence, and related items incurred by employees who are on official business of the subaward / Subrecipient. For domestic travel to be an allowable cost, it must be necessary, reasonable, allocable, and conform to the grant recipient's written policies and procedures. Costs incurred by employees, including costs of lodging, other subsistence, and incidental

expenses, must be considered reasonable, necessary, and otherwise allowable to the extent such costs do not exceed charges normally allowed by the grant recipient in its regular operations as the result of the grant recipient's written travel policy.

All travel must also comply with Fly America Act (49 USC 40118), which states in part that any air transportation, regardless of price, must be performed by, or under a code-sharing arrangement with, a US flag air carrier if service provided by such carrier is available. Costs charged directly to this subaward must include documentation that justify that: Participation of the individual is necessary to the subaward; and the costs are reasonable and consistent with the grant recipients established travel policy.

For reimbursement on a mileage basis, the Contractor may not charge more than the maximum allowable Mileage Reimbursement Rates for Federal employees and rate must align with the City's allowable Mileage Reimbursement Rates.

- Q. Foreign Travel.** Pursuant to WIOA section 181 (e), no funds received to carry out an activity under WIOA, subtitle (B) shall be used for foreign travel.
- R. Consultants.** For the purpose of this Agreement, fees paid to a consultant who provides services under a program shall be limited to \$710.00 per day without prior approval of the U.S. Department of Labor's Employment & Training Administration.
- S. Personally Identifiable Information.** The Contractor must recognize and safeguard personally identifiable information (PII) except where disclosure is allowed by prior written approval of the Grant officer or by court order. The Contractor must meet the requirements in TEGL 39-11, Guidance on the Handling and Protection of Personally Identifiable Information (PII), accessible on the U.S. Department of Labor's Employment & Training Administration website at www.doleta.gov.
- T. Ethics.** The Contractor shall keep informed of and comply with all provisions of the Louisiana Code of Governmental Ethics, La. R.S. 42:1101 et seq., and any and all ethical standards governing Subrecipients/Contractor's receipt of funds pursuant to this agreement. The Contractor further understands that no public employee, or member of his immediate family, except as provided in La. R.S. 42:1120, shall participate in any transaction in which he has a personal substantial economic interest of which he may be reasonably expected to know involving the Contractor.
- U. Additional Assurances.** The Contractor agrees to comply with the following additional assurances required by the U.S. Department of Labor in the WIOA Program Annual Funding Agreement with the State:
- 1. Health Benefit Coverage:** The Contractor must ensure that the use of these funds for health benefits coverage complies with *506 and 507 of Division G of Public Law 113-235, the Consolidated and Further Continuing Appropriations Act, 2015.*
 - 2. Architectural Barriers:** The Contractor ensures compliance with the Architectural Barriers Act of 1968, 42 U.S.C. 4151 et seq., as amended, the Federal Property

Management Regulations (see 41 CFR 102-76), and the Uniform Federal Accessibility Standards issued by GSA (see 36 CFR 1191, Appendixes C and D) which set forth requirements to make facilities accessible to, and usable by, the physically handicapped and include minimum design standards. All new facilities designed or constructed with grant support must comply with these requirements.

- 3. Prohibition on Contracting with Corporations with Unpaid Tax Liabilities:** The Contractor may not enter a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless a Federal agency has considered suspension or debarment of the corporation and has made a determination that this further action is not necessary to protect the interests of the Government.
- 4. Prohibition on Providing Federal Funds to ACORN:** The Contractor assures that these funds will not be provided to the Association of Community Organizations for Reform Now (ACORN), or any of its affiliates, subsidiaries, allied organizations, or successors.
- 5. Profit:** Pursuant to 2 CFR 200.400(g), non-Federal entities may not earn or keep any profit resulting from Federal financial assistance, except as authorized by WIOA Section 121(d) for One-Stop operators (American Job Centers) or service providers which are for-profit entities.

V. Additional Statutory Compliance; Laws, Regulations, and Requirements. In addition to other regulations, laws or policies referred herein, the Contractor shall comply with all of the following, as each or any such order, law, regulation, or requirement may be revised or amended by the source of its authority from time to time, as applicable:

- 1. The Copeland "Anti-Kickback" Act (40 U.S.C. 3145) as supplemented in Department of Labor regulations (29 CFR Part 3), which:**
 - a.** applies to all contracts and subgrants for construction or repair, and
 - b.** generally, prohibits federal contractors or subcontractors engaged in building construction or repair from inducing an employee to give up any part of the compensation to which he or she is entitled under his or her employment contract and requires such contractors and subcontractors to submit weekly statements of compliance.
- 2. The Davis Bacon Act (40 U.S.C. 3141-3148) as supplemented by Department of Labor regulations (29 CFR Part 5), which:**
 - a.** applies to construction contracts in excess of \$2,000 awarded by grantees and subgrantees when required by Federal grant program legislation and
 - b.** requires all contractors and subcontractors performing work on federal or District of Columbia construction contracts or federally assisted contracts in excess of

\$2,000 to pay their laborers and mechanics not less than the prevailing wage rates and fringe benefits for corresponding classes of laborers and mechanics employed on similar projects in the area.

Note: Prevailing wage rates and fringe benefits are determined by the Secretary of Labor for inclusion in covered contracts.

3. The Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) Sections 103 and 107, as supplemented by Department of Labor Regulations (29 CFR Part 5), which:
 - a. applies to construction contracts awarded by grantees and subgrantees in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers; and
 - b. requires contractors and subcontractors on covered contracts to pay laborers and mechanics employed in the performance of the contracts one and one-half times their basic rate of pay for all hours worked over 40 hours in one workweek; and
 - c. prohibits unsanitary, hazardous, or dangerous working conditions on federal and federally financed and assisted construction projects.
4. Any and all requirements of WIOA pertaining to patent rights, copyrights, and rights in data.
5. All applicable and/or mandatory standards, policies, orders, and requirements issued under and/or relating to:
 - a. Section 306 of the Clean Air Act, 42 U.S.C. 1857(h),
 - b. Section 508 of the Clean Water Act, 33 U.S.C. 1368,
 - c. Executive Order 11738,
 - d. Environmental Protection Agency regulations, 40 CFR Part 15; and
 - e. Energy efficiency in the state's energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).
 - f. Any and all other applicable state law as found in Chapter 14 of Title 23 of the Louisiana Revised Statutes.

EXHIBIT "B"

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ORIGINAL

**STATE OF LOUISIANA
LOUISIANA WORKFORCE COMMISSION
WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)
SUBAWARD GRANT AGREEMENT**

The Governor of the State of Louisiana has received a grant from United States Department of Labor (USDOL) to administer the Workforce Innovation and Opportunity Act (WIOA). The Governor has authorized the Louisiana Workforce Commission (LWC), Office of Workforce Development, acting as State Administrative Entity (SAE) under this agreement, to award and oversee allocations of these funds to the Local Workforce Development Board (LWDB) and the local area Chief Elected Officials.

The WIOA authorizes the LWDB to provide employment and training programs consistent with WIOA, the Louisiana Combined State Plan, the local plan, and this Subaward Grant Agreement (Agreement). All parties to the Agreement consent to the following:

This Agreement is entered into between the LWC, Office of Workforce Development, hereinafter referred to as SAE and the Local Subaward Grant Recipient, hereinafter referred to as the "Subrecipient":

Subrecipient Name:	City of New Orleans
Address:	1300 Perdido Street, Room 2E10 New Orleans, LA 70112
Federal Tax ID No.:	72-6000969
DUNS#:	CLE8JX1PQ674
Contact Person:	LaToya Cantrell
Title:	Mayor
Telephone:	504-658-4900
Fax:	504-658-4939
E-mail address:	Sunae.Villavaso@nola.gov

The Fiscal Agent appointed by the Subrecipient:

Fiscal Agent:	City of New Orleans
Address:	1300 Perdido Street, Room 2E10 New Orleans, LA 70112
Federal Tax ID No.:	72-6000969
DUNS#:	CLE8JX1PQ674
Contact Person:	LaToya Cantrell
Title:	Mayor
Telephone:	504-658-4900
Fax:	504-658-4939
E-mail address:	Sunae.Villavaso@nola.gov

Contracts Office WIOA – Rev. 05/03/2022

Brass# 5178; K23-876

FUNDING INFORMATION

Funding Source: U.S. Department of Labor, Employment and Training Administration

Federal Award Identification Number (FAIN):

AA-23A55AY00034 Youth Activities

Adult Activities

Dislocated Worker Activities

Federal Award Date: 07/01/2023

Total Amount of Federal Funds Obligated to Subrecipient: \$4,301,027

Total Amount of the Federal Award: Youth: \$14,121,001; Adult: \$13,875,218; Dislocated Worker: \$15,423,284

Catalog of Federal Domestic Assistance (CFDA) Numbers and Name:

17.259 – WIA/WIOA Youth Activities

17.258 – WIA/WIOA Adult Activities

17.278 – WIA/WIOA Dislocated Worker Activities

Is this Agreement for R & D? ☐ Yes ☒ No

CONTACT PERSON: Rufus Nwogu, Ph. D

AGREEMENT TERM

This Agreement covers the period from **April 1, 2023 through June 30, 2025**. However, this Agreement is not effective until signed by both the Subrecipient and the Secretary of LWC or designee.

MAXIMUM AGREEMENT AMOUNT

In consideration of the services described in this Agreement, LWC hereby agrees to reimburse the Subrecipient a maximum amount of **\$4,301,027**. Reimbursement of all costs, direct and indirect are subject to allowability criteria set forth in Office of Management and Budget (OMB), 2 CFR Part 200, et al.

COST REIMBURSEMENT BASIS

Pursuant to WIOA §184(a) (3) (B) procurement transactions between Subrecipient and units of State or local governments shall only be conducted on a cost reimbursement basis.

This sub award grant agreement is not a "procurement transaction" between LWC and the Subrecipient. This subsection refers to "procurement transactions" involving the acquisition of supplies or services by the Subrecipient and units of State or local governments.

SCOPE OF SERVICES

The Subrecipient shall provide workforce development services in accordance with Title I-B of WIOA (Public Law 113-128, July 22, 2014), and the Local and Regional Workforce Development Area Plan, including approved modifications and amendments to the plans, and

any other waiver plan approved under WIOA §189(i) (3) (A) or Workforce Flexibility plan approved under WIOA §190. In providing workforce development services, the Local Grant Recipient must comply with all applicable OMB circulars, including, but not limited to, Uniform Guidance issued December 26, 2013 (Federal Register, 2 CFR Chapter I, Chapter II, Part 200, et al.) and all applicable Federal and State statutes, regulations, and policies.

REGIONAL/LOCAL PLANNING

The Local Workforce Development Board in partnership with the Chief Elected Official (CEO) must develop and submit a comprehensive 4-year local plan for PY2020 through PY2023, which begins on July 1, 2020, as set forth in WIOA § 108. If part of a planning region, the local board shall comply with section 106(c) in the preparation and submission of a regional plan.

At the end of the first 2-years of the 4-year local plan, each local board shall review the local plan, and in partnership with the CEO, prepare and submit modifications to the plan that reflects changes in labor market and economic conditions or other factors affecting implementation of the plan.

PROGRAM PERFORMANCE

The performance accountability system set forth in WIOA §116 establishes measures that apply across the core programs to assess the effectiveness of programs in achieving positive outcomes for individuals served by those programs. The local board, the CEO, and the Governor shall negotiate and reach an agreement on local levels of performance based on the State's adjusted levels of performance established under WIOA §116 (b) (3) (A).

In negotiating the local levels of performance, the local board, CEO, and the Governor shall also make adjustments for the expected economic conditions and the expected characteristics of participants to be served in the local area, using the statistical adjustment model developed pursuant to WIOA §116 (b)(3)(A)(viii).

Finally, negotiated local levels of performance applicable to a program year shall be revised, using the statistical adjustment model, to reflect the actual economic conditions and the characteristics of the populations served in the local area during each program year.

Adult and Dislocated Worker (DW) Programs

1. Employment Rate - 2nd Quarter After Exit
2. Employment Rate - 4th Quarter After Exit
3. Median Earnings - 2nd Quarter After Exit
4. Credential Attainment
5. Measurable Skill Gains

Youth Program

1. Education or Training Activities, or in the Unsubsidized Employment - 2nd Quarter After Exit
2. Education or Training Activities, or in the Unsubsidized Employment - 4th Quarter After Exit
3. Median Earnings - 2nd Quarter After Exit
4. Credential Attainment
5. Measurable Skill Gains

Contracts Office WIOA - REV. 05/03/2022

LWC will collect data and report on the following WIOA Measures used to assess a Local Workforce Development Area.

LWC will use two Business Metrics to track and assess services provided through the One-Stop system for employers. The primary source of information for these performance measures is data recorded in LWC's Helping Individuals Reaching Employment (HiRE).

LWC will collect data and report on the following WIOA Business Metrics used to assess LWDA performance:

1. Overall Business Market Penetration
2. Repeat Business Customers

LWC will negotiate with each LWDB on performance of WIOA Measures and will report outcomes as exceeded, met, or failed.

If a subrecipient fails to meet core indicators of performance measures for a program in a program year, LWC will inform in writing the local board chairperson, local board director, and CEO, identifying the failure. This report shall include the specific core indicators of performance measures, and specific changes and steps needed to meet core indicators.

The Subrecipient must then create and submit to LWC a corrective action plan addressing the reported failure within 45 calendar days of issuance of notice. Failure to comply may result in penalties for noncompliance. Reference Penalties for Noncompliance section in this contract.

Should a Subrecipient fail the same core indicators of performance measures for two consecutive program years, LWC will issue written notice to the local board chairperson, local board director, and CEO of the failure. LWC will review repeated failures and the Subrecipient's corrective action plan. LWC may take additional actions or make recommendations to the Governor that may include, but are not limited to:

1. The appointment and certification of a new local board
2. Prohibit the use of eligible providers and One-Stop partners identified as achieving a poor level of performance; or Take such other actions as the Governor determines to be appropriate.

Those areas designated as LWDAs must perform successfully and maintain fiscal integrity during a designation period. Should local areas fail to do so, LWC may deny subsequent designation or take other administrative corrective actions.

PROGRAM INCOME

General. Subrecipients are encouraged to earn income to defray program costs where appropriate.

Cost of generating program income. If authorized by Federal regulations or the Federal award, costs incidental to the generation of program income may be deducted from gross income to determine program income, provided these costs have not been charged to the Federal award.

Governmental revenues. Taxes, special assessments, levies, fines, and other such revenues raised by a Subrecipient are not program income unless the revenues are specifically identified in the Federal award or Federal awarding agency regulations as program income.

Property proceeds from the sale of real property, equipment, or supplies are not program income. These proceeds must be handled in accordance with the requirements of Subpart D—Post Federal Award Requirements of this part, Property Standards §§ 200.311 Real property, 200.313 Equipment, and 200.314 Supplies, or as specifically identified in Federal statutes, regulations, or the terms and conditions of the Federal award.

Use of program income. The deduction method described in 2 CFR 200.307 must be used in allocating any program income generated for this grant award. Subrecipients must expend all program income prior to drawing down additional funds as required at 2 CFR 200.305(b) (5) and 2 CFR 200.307(e). Subrecipients must return any program income found remaining at the end of the period of performance.

PENALTIES FOR NONCOMPLIANCE

LWC may impose additional specific award conditions, as described in 2 CFR §200.207, in the event of the Subrecipient's noncompliance with Federal or state statutes, regulations or the terms and conditions as described herein.. If LWC determines that noncompliance cannot be remedied by imposing additional conditions, LWC may take one or more of the following actions, as appropriate in the circumstances:

1. Temporarily withhold cash payments pending correction of the deficiency by the local area or more severe enforcement action by LWC.
2. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
3. Wholly or partly suspend or terminate the allocation of WIOA funds.
4. Recommend that suspension or debarment proceedings as authorized under 2 CFR part 180 be initiated by a Federal awarding agency.
5. Withhold further WIOA funds for the project or program.
6. Take other remedies that may be legally available.

ALLOCATIONS

Funds are allotted to the local area for services to youth, adults and dislocated workers in accordance with WIOA sections 128(b)(2)(A), 133 (b)(2)(A), 133 (b)(2)(B) and Louisiana's WIOA Combined State Plan.

Funds allocated to a subrecipient under WIOA sections 128(b) and 133(b), for any program year are available for expenditure only during that program year and the succeeding program year. [20 CFR 683.110]

There are two general categories across which all costs are allocated: administrative and program.

1. Administrative costs are that portion of necessary and allowable costs incurred for the overall management and administration of the WIOA program and which are not directly related to the provision of services to participants and employers.
 - a. No more than 10 percent of the funds available during the Agreement period, may be spent on administrative costs.
 - b. The term "administrative costs" refers to expenditures incurred by State boards and local boards, direct recipients (including State grant recipients under subtitle B of title I and recipients of awards under subtitles C and D of title I), local grant recipients, local fiscal agents or local grant subrecipients, and one-stop operators in the performance of administrative functions and in carrying out activities under title I that are not related to the direct provision of workforce investment services (including services to participants and employers).
 - c. Such costs include both personnel and non-personnel costs and both direct and indirect costs. [WIOA § 3(1)]
2. Program costs are those expenditures directly related to the provision of workforce development activities and not related to the overall management and administration of the workforce investment system. A minimum of 90% of the funds available under this Agreement must be spent on program costs.

WIOA requires all mandated partners contribute to infrastructure costs in all Comprehensive American Job Centers and any Affiliate American Job Centers in which they provide access to services. WIOA § 121 requires that the local board, CEO, and mandated one-stop partners agree on the methodology for allocating infrastructure costs and the method by which each mandated partner will contribute their allocated share. Contribution methods allowed are cash, non-cash, third party in-kind, funding from philanthropic organizations and funding from other private entities.

Individuals with authority must sign and record an Infrastructure Agreements (IFA) via a Memorandum of Understanding (MOU), to bind the signatories to the IFA. This includes all mandated partners (identified by WIOA), the local board, and CEO. The IFA section of the MOU shall contain at minimum;

1. The period of time in which the IFA is effective (which may be a different time period than the duration of the MOU);
2. Identification of the infrastructure costs budget, which is a component of the one-stop operating budget;
3. Identification of all one-stop partners, the local board, and CEO participating in the IFA;
4. A description of the periodic modification and review process to ensure equitable benefit among one-stop partners;
5. Information on the steps the local board, chief elected official(s), and one-stop partners used to reach consensus or the assurance that the local area followed the SFM process; and,
6. A description of the process to be used among partners to resolve issues related to infrastructure funding during the MOU duration period when consensus cannot be reached.

Other Allowable Uses and Funding Limits for WIOA Funds:

As set forth in WIOA §133 (b) (2) (C) (4), with permission of the Governor, the LWDB may transfer up to 100 percent of adult and dislocated worker funds allocated to the local area. Subrecipient should refer to WIOA Combined State Plan for the State's transfer guidelines.

The local board may reserve and use up to 20 percent of the funds allocated to the local areas for adult and dislocated worker-training activities to pay for the Federal share of the cost of providing training through a training program for incumbent workers. [WIOA §134 (d) (4) (A) (i)].

The local board must have a policy identifying strategies to set aside up to 10 percent of the allocation for adult and dislocated worker training activities to provide transition jobs. [WIOA §134 (d) (5)]. The definition for transitional jobs is: time-limited, subsidized work experiences that help individuals who are chronically unemployed and have barriers to employment, who have established a work history, and who have developed skills to access unsubsidized employment and progressed in the workplace.

The local board may use up to 10 percent of the total funds allocated for adult, dislocated worker, and youth activities to support pay-for-performance contracts. The term "pay-for-performance contract strategy" means a procurement strategy that uses pay-for-performance contracts in the provision of training services described in section 134(c)(3) or activities described in section 129(c)(2).

In accordance with WIOA §129 (a) (4) (A), in general, not less than 75 percent of funds available for youth workforce investment activities must be spent on out-of-school youth. [Out-of-school youth is defined at WIOA §129 (a) (1) (B).] Further, WIOA §129 (c) (4) requires that at least 20 percent of Youth formula funds be spent on paid and unpaid work experiences that incorporate academic and occupational education for either out-of-school or in-school youth. Failure to comply may result in penalties for noncompliance

ONE-STOP OPERATORS

In accordance with Section 121 (d) (2) (A) of WIOA, the local board, with the agreement of the CEO, shall select a one-stop operator(s). To be eligible to receive funds made available to operate a one-stop center, the one-stop operator must be selected through a competitive process not less than every 4 years based on the principles of competitive procurement in the Uniform Administrative Guidance set out at 2 CFR 200.318 – 200.326.

Sole source awards are allowable in only very limited circumstances. Failure to allow sufficient time for a competition does not constitute an "unusually and compelling urgency" as defined in 48 CFR 6.302-2 for sole source procurement. However, such non-competitive selection is only appropriate after a conducting a competitive process as required by WIOA sec. 122(d) (2) (A).

REPORTING OF EXPENDITURES AND OBLIGATIONS

Accurate expenditure and obligation data must be provided to LWC in accordance with requirements set forth in LWC Policy Number OWD 4-15 WIOA Title I Allocations and Financial Reporting and any amendments/addendums thereof, are incorporated herein the Agreement by reference. LWC policies are available under HiRE Staff Online Resources

Subrecipients must electronically report accrued expenditures and obligations on a monthly basis for all programs. Subrecipients using accrual accounting systems that do not necessarily capture all accrued expenditure or using cash basis accounting must maintain accrual worksheets to capture the additional data and documentation required to report expenditures on an accrual basis. Accrued expenditures are a part of the total obligations, and must be reported. In general, total accrued expenditures are costs incurred for goods and services received regardless of whether a payment has been made. Prior month expenditure reports are due no later than the 25th day of the current month, as specified in the LWC Policy OWD 4-15, WIOA Title I Allocations and Financial Reporting. Final expenditures and other financial records must be submitted no later than 60 days following the end date of the Agreement period as part of the closeout process,

LWC will send an electronic late notification to the LWDB director and board chair if prior month expenditure reports are not received by the 25th day of the following month. The CEO, the LWDB director, and board chair are subject to notice by LWC of this performance issue if expenditure reports are consistently late. Failure to correct the performance issue is subject to sanction and may result in penalties for noncompliance

Cash draw is not permitted for any program until all past due reports are received and certified by LWC's fiscal unit.

Local Workforce Development Boards must request cash draws no later than ten (10) calendar days after the monthly expenditure report due date (ten days after the 25th of each month). Consistently failing to draw WIOA funds in a timely manner is considered unsatisfactory performance, and may result in notification of such delinquency to appropriate entities and penalties for noncompliance

LWC shall monitor the Subrecipient's expenditures and obligations during the program year to ascertain that program spending levels are appropriate and if the Subrecipient will spend and/or obligate least eighty percent (80%) of Title I funds by the conclusion of the first program year for which the funds are allocated.

RETURNED AND REALLOCATION OF UNOBLIGATED FUNDS

The State may recapture and reallocate excess unobligated funds among Subrecipients in the state at the end of first program year in accordance with WIOA Section 128 (c) and 133 (c). If the Governor chooses to reallocate funds, the following provisions apply:

For the Youth, Adult and Dislocated Worker programs, any amount to be recaptured from a local area for purposes of reallocation, may be based on the amount by which the first year's

unobligated balance of allocated funds exceeds 20 percent of that year's allocation for the program; less any amount reserved (up to 10 percent) for the costs of administration. Unobligated balances are determined based on allocations adjusted for allowable transfers between funding streams. This amount is separately determined for each funding stream.

To be eligible to receive Youth, Adult or Dislocated Worker funds under the reallocation procedures, a local area must have obligated at least 80 percent of the first program year's allocation, less any amount reserved (up to 10 percent) for the costs of administration, for Youth, Adult, or Dislocated Worker activities, as separately determined. A Subrecipient's eligibility to receive a reallocation is separately determined for each funding stream.

When used in connection with a non-Federal entity's utilization of funds under a Federal award, an obligation is an order placed for property and services, a contract and subaward made, or a similar transactions during a given period that requires payment by the non-Federal entity during the same or future period. (OMB 2CFR Chapter 1, Chapter II, Part 200, et al, §200.71).

AGREEMENT APPROVAL

This Agreement is not effective until it is signed by the Secretary of LWC or designee. It is the responsibility of the Subrecipient to notify LWC in advance if Agreement Funds or Agreement Terms may be insufficient to complete Agreement Objectives.

SALARY AND BONUS LIMITATIONS

In accordance with WIOA sections 101(h)(3) and 107(f)(3), the State and local board director (and staff) are subject to the limitations on the payment of salary and bonuses described in WIOA section 194(15). This means that payment to a State or local board director, including salary and bonuses, either as direct costs or indirect costs, may not exceed the annual rate of basic pay prescribed for level II of the Executive Schedule under section 5313 of Title 5, United States Code. Where applicable, the Subrecipient agrees to comply with the Salary and Bonus Limitations. The incurrence of costs and receiving reimbursement for these costs under this award certifies that your organization has read the above special condition and is in compliance.

VETERANS' PRIORITY PROVISIONS

Federal grants for qualified job training programs funded in whole or in part, by the U.S. Department of Labor, are subject to the provisions of the "Jobs for Veterans Act" (JVA), Public Law 107-288 (38 USC 4215). The JVA provides priority of service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services. Please note that to obtain priority service, a person must meet the program's eligibility requirements. Training and Employment Guidance Letter (TEGL) No. 10-09 (November 10, 2009), and Section 20 of the Code of Federal Regulations (CFR) Part 1010 (effective January 19, 2009) provide general guidance on the scope of the veterans priority statute and its effect on current employment and training programs. Where applicable, the Subrecipient agrees to comply with the Veteran's Priority Provisions.

BUY AMERICAN NOTICE REQUIREMENT

The Subrecipient assures that, to the greatest extent practicable, all equipment and products purchased with funds made available under the WIOA will be American made. See WIOA Section 502—Buy- American Requirements.

FISCAL FUNDING / AVAILABILITY OF FUNDING CLAUSE

It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional and legislative appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement was executed after that determination was made.

This Agreement is valid and enforceable only if (1) sufficient funds are made available by the legislative appropriation in the appropriate state fiscal years covered by this Agreement for the purposes of this program and; (2) sufficient funds available to the state by the United States Government for the fiscal years covered by this Agreement for the purposes of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress and Legislature or any statute enacted by the Congress and Legislature which may affect the provisions, terms, or funding of this Agreement in any manner.

The *continuation* of this Agreement is contingent upon the appropriation of funds to fulfill the requirements of the Agreement by the legislature. If federal funds are no longer available or the legislature fails to appropriate sufficient monies to provide for the continuation of the Agreement, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriation act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the Agreement, the Agreement shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

In the event federal funds anticipated under the Act should not be received timely, or should be suspended or terminated, in whole or part, LWC reserves the right, at its sole discretion, to suspend or terminate this Agreement.

LWC shall notify the Subrecipient in writing that the Agreement is suspended or terminated within a reasonable period of time. LWC shall not be liable for the payment of any work or services after the date of termination and/or suspension of the federal funds.

AMENDMENTS

Amendments to this Agreement shall be implemented through a written Agreement Amendment signed by the LWC's Secretary or designee. Revisions, which are limited to changes in budget that do not substantively change the terms or conditions of the Agreement, require prior written approval of LWC, but do not require execution of a formal Amendment to the Agreement.

TAXES

The Subrecipient hereby agrees that the responsibility for payment of taxes from the funds thus received under this Agreement and/or legislative appropriation shall be the Subrecipient's obligation and identified under the Federal tax identification number located on Page 1, Fiscal Agent.

NONASSIGNABILITY

No Subrecipient shall assign any interest in this Agreement by assignment, transfer, or novation, without prior written consent of LWC. This provision shall not be construed to prohibit the Subrecipient from assigning his bank, trust company, or other financial institution any money due or to become due from approved Agreements without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to LWC.

TERMINATION FOR CAUSE

LWC may terminate this Agreement for cause based upon the failure of the Subrecipient to comply with the terms and/or conditions of the Agreement; provided that LWC shall give the Subrecipient written notice specifying the Subrecipient's failure. If within thirty (30) days after receipt of such notice, the Subrecipient shall not have corrected such failure or in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then LWC may, at its option, place the Subrecipient in default and the Agreement shall terminate on the date specified in such notice. The Subrecipient may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of LWC to comply with the terms and conditions of this Agreement; provided that the Subrecipient shall give LWC written notice specifying LWC's failure and a reasonable opportunity for LWC to cure the defect.

TERMINATION FOR CONVENIENCE

LWC may terminate the Agreement at any time by giving (30) thirty days written notice to the Subrecipient. The Subrecipient shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

REMEDIES FOR DEFAULT

The provisions of LSA-R.S. 39:1672.2 thru 1672.4 shall apply to any claim or controversy arising out of this grant.

GOVERNING LAW

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Louisiana, including but not limited to La. R.S. 39:1551-1736; rules and regulations; executive orders; standard terms and conditions, special terms and conditions, and specifications listed in the RFP (if applicable); and this Agreement. Venue of any action brought, after exhaustion of

administrative remedies, with regard to this Agreement shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

RECORDS RETENTION AND ACCESS

All records, reports, documents, or other material related to this Agreement and/or obtained or prepared by the Subrecipient in connection with the performance of the services granted for herein must be retained by the Subrecipient for three years after satisfactory resolution of all findings in the audit thereof. The Subrecipient must make available to LWC, and LWC's auditors, at the Subrecipient's expense, full access, including copies upon request, of all records, reports, documents, or other material related to this Agreement or obtained or prepared in connection therewith.

STATE MONITORING SYSTEM

The Governor is responsible for the oversight of all WIOA activities and programs. Part of that responsibility involves developing a State Monitoring System. In this regard, the following has been established to ensure that activities performed by the Subrecipients meet the objectives of the WIOA program.

LWC's Office of Workforce Development will conduct at least one annual on-site monitoring review of each Subrecipient in accordance with WIOA Sections 183 (a) and 184 (a) (4) to ensure compliance with United States Department of Labor uniform administrative requirements.

SUBRECIPIENT MONITORING

For all entities receiving WIOA Title I funds, the Subrecipient shall continuously monitor Agreement-supported activities in accordance with:

- a) the uniform administrative requirements at:
 - 1) 2 CFR 200 Subpart Das applicable, and may be revised or amended from time to time,
- b) including the applicable cost principles indicated at:
 - 1) 2 CFR 200 Subpart E.

All final monitoring reports and corrective action plans completed during a calendar quarter must be submitted to LWC's Office of Workforce Development by the 15th working day of the following quarter.

Further, there should be periodic monitoring, to ensure compliance with the nondiscrimination and equal opportunity requirements of WIOA Section 188 and 29 CFR Part 38. Monitoring for compliance includes a determination as to whether each recipient is conducting its WIOA Title I—financially assisted program or activity in a nondiscriminatory way. "Recipient" as defined in

29 CFR 38.4 includes State and LWDBs, One-Stop operators, service providers, vendors, and subrecipients, as well as other types of individuals and entities.

AUDIT REQUIREMENTS

It is hereby agreed that the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration Auditors, and LWC auditors shall have the option of auditing all accounts of Subrecipient that relates to this Agreement. Audits must be conducted in accordance with Section 184 of the WIOA and Office of Management and Budget (OMB), 2 CFR Chapter 1, Chapter II, Part 200, et al., Subpart F- Audit Requirements. A copy of this audit must be submitted to LWC as soon as the audit had been completed so that LWC may take appropriate action. The audit will be kept on file for review by the Legislative Auditor's Office.

In addition, the Subrecipient and its Fiscal Agent must comply with the following requirements of R.S. 24:513 (H):

(1) All auditees and their officials and staff are hereby directed to assist the legislative auditor in his/her work and to furnish such information, reports, aid, services, and assistance as may be requested, all without any cost or charge.

(2)(a) Each auditee shall designate an individual who shall be responsible for filing annual financial reports with the legislative auditor and shall notify the legislative auditor of the name and address of the person so designated.

(b) A governmental entity that provides funding to a quasi-public agency or body shall notify each such quasi-public agency or body of the requirements of this paragraph.

DISCRIMINATION CLAUSE

The Subrecipient agrees to abide by the requirements of the following nondiscrimination and equal opportunity provisions of the following laws, as applicable: Section 188 of the WIOA as amended, which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I financially assisted program or activity, including Title VI and Title VII of the Civil Rights Act of 1964, as amended; the Equal Employment Opportunity Act of 1972, as amended; the Nontraditional Employment for Women Act of 1991, as amended; Federal Executive Order 11246; Section 504 of the Rehabilitation Act of 1973, as amended; the Vietnam Era Veteran's Readjustment Assistance Act of 1974, as amended; Title IX of the Education Amendments of 1972, as amended; the Age Discrimination Act of 1975, as amended; Americans with Disabilities Act of 1990, as amended; the Fair Housing Act of 1968, as amended, and all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR Part 38.

Further, in accordance with the Civil Rights Statutes for the State of Louisiana, the Subrecipient assures that it will not discriminate in its employment practices and will render services under

this Agreement without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities.

Any act of discrimination committed by the Subrecipient, or failure to comply with these statutory obligations when applicable, shall be grounds for termination of this Agreement.

MANDATORY DISCLOSURES

The Subrecipient must disclose, in a timely manner, in writing to LWC or the Federal awarding agency all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

COMMISSIONER'S STATEMENTS

Statements, acts and omissions made by or on behalf of the Commissioner of Administration regarding this Agreement, any Recipient and/or any subrecipient of the Recipient shall not be deemed a conflict of interest when the Commissioner is discharging his duties and responsibilities under law, including, but not limited, to the Commissioner of Administration's authority in procurement matters.

SUBRECIPIENT'S COOPERATION

The Subrecipient has the duty to fully cooperate with the State and provide any and all requested information, documentation, etc. to the state when requested. This applies even if this Agreement is terminated and/or a lawsuit is filed. Specifically, the Subrecipient shall not limit or impede the State's right to audit or shall not withhold State owned documents.

CONTINUING OBLIGATION

The Subrecipient has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of the Agreement and debarment from future Agreements.

ELIGIBILITY STATUS

Recipients, and each tier of subrecipients, shall certify that it is not on the List of Parties Excluded from Federal Procurement or Non-procurement Programs promulgated in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 24 CFR Part 24.

ANTI-NEPOTISM

No individual may be placed in a WIOA employment activity if a member of that person's immediate family is directly supervised by or directly supervises that individual.

PRIOR WRITTEN APPROVAL

Subrecipient shall request prior written approval from the LWC for any of the costs specified below in advance of the incurrence. All requests for prior written approval should include the timeframe or scope of the agreement. Subrecipient must request prior approval actions from LWC at least 30 days prior to the effective date of the requested action.

Equipment:

The Louisiana Workforce Commission has been granted delegated approval authority from the U.S. Department of Labor for all equipment purchases. Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000.00. General-purpose equipment means equipment, which is not limited to research, medical, scientific or other technical activities. Examples include office equipment and furnishings, modular offices, telephone networks, information technology equipment and systems, air conditioning equipment, reproduction and printing equipment and motor vehicles. Subrecipient shall request prior approval from the LWC to purchase any equipment as defined herein. Equipment purchases must be acquired, used, managed, and disposed of in accordance with 2 CFR 200.313 or 2 CFR 200.439.

Capital expenditures for general purpose equipment, buildings, and land are unallowable as direct charges, except with the prior written approval of the LWC. Equipment and other capital expenditures are unallowable as indirect costs.

Equipment must be used by the Subrecipient in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by the Federal award, and the Subrecipient must not encumber the property without prior approval of the Louisiana Workforce Commission. When no longer needed for the original program or project, the equipment may be used in other activities supported by the Federal awarding agency, in the following order of priority:

- (i) Activities under a Federal award from the Federal awarding agency which funded the original program or project, then
- (ii) Activities under Federal awards from other Federal awarding agencies. This includes consolidated equipment for information technology systems.

During the time that equipment is used on the project or program for which it was acquired, the Subrecipient must also make equipment available for use on other projects or programs currently or previously supported by the Federal government, provided that such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use must be given to other programs or projects supported by Federal awarding agency that financed the equipment and second preference must be given to programs or projects under Federal awards from other

Federal awarding agencies. Use for non-federally-funded programs or projects is also permissible. User fees should be considered if appropriate.

The Subrecipient must not use equipment acquired with the Federal award to provide services for a fee that is less than private companies charge for equivalent services unless specifically authorized by Federal statute for as long as the Federal government retains an interest in the equipment.

When acquiring replacement equipment, the Subrecipient may use the equipment to be replaced as a trade-in or sell the property and use the proceeds to offset the cost of the replacement property. However, Subrecipient must request prior approval from LWC prior to trading or selling any equipment.

Management requirements. Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part under a Federal award, until disposition takes place will, as a minimum, meet the following requirements:

- (1) Property records must be maintained by the Subrecipient that include a description of the property, a serial number or other identification number, the source of funding for the property (including the FAIN), who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
- (2) A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.
- (3) A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.
- (4) Adequate maintenance procedures must be developed to keep the property in good condition.
- (5) If the Subrecipient is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

Disposition. When original or replacement equipment acquired under a Federal award is no longer needed for the original project or program or for other activities currently or previously supported by a Federal awarding agency, except as otherwise provided in Federal statutes, regulations, or Federal awarding agency disposition instructions, the Subrecipient must request disposition instructions from the LWC.

Compensation-Fringe Benefits (Severance Pay)

Prior written approval from the LWC is required for indirect costs of any severance pay.

(1) Severance pay, also commonly referred to as dismissal wages, is a payment in addition to regular salaries and wages, by non-Federal entities to workers whose employment is being terminated. Costs of severance pay are allowable only to the extent that in each case, it is required by (a) law, (b) employer-employee agreement, (c) established policy that constitutes, in effect, an implied agreement on the non-Federal entity's part, or (d) circumstances of the particular employment.

(2) Costs of severance payments are divided into two categories as follows:

(i) Actual normal turnover severance payments must be allocated to all activities; or, where the non-Federal entity provides for a reserve for normal severances, such method will be acceptable if the charge to current operations is reasonable in light of payments actually made for normal severances over a representative past period, and if amounts charged are allocated to all activities of the non-Federal entity.

(ii) Measurement of costs of abnormal or mass severance pay by means of an accrual will not achieve equity to both parties. Thus, accruals for this purpose are not allowable. However, the Federal government recognizes its obligation to participate, to the extent of its fair share, in any specific payment. **Prior approval by the Federal awarding agency or cognizant agency for indirect cost, as appropriate, is required.**

(3) Costs incurred in certain severance pay packages which are in an amount in excess of the normal severance pay paid by the non-Federal entity to an employee upon termination of employment and are paid to the employee contingent upon a change in management control over, or ownership of, the non-Federal entity's assets, are unallowable.

(4) Severance payments to foreign nationals employed by the non-Federal entity outside the United States, to the extent that the amount exceeds the customary or prevailing practices for the non-Federal entity in the United States, are unallowable, unless they are necessary for the performance of Federal programs and approved by the Federal awarding agency.

(5) Severance payments to foreign nationals employed by the non-Federal entity outside the United States due to the termination of the foreign national as a result of the closing of, or curtailment of activities by, the non-Federal entity in that country, are unallowable, unless they are necessary for the performance of Federal programs and approved by the Federal awarding agency. 2 C.F.R. § 200.431

Entertainment Costs

Entertainment costs, including amusement, diversion, and social activities are unallowable except when considered to have a programmatic purpose and only if authorized or approved by the Federal awarding agency. 2 CFR 200.438

Equipment and other Capital Expenditures

Capital Expenditures for general-purpose equipment, buildings, and land are unallowable as direct charges, except with the prior written approval of the Federal awarding agency or LWC. 2 CFR 200.439

Costs resulting from fines, penalties, damages, settlements

Costs resulting from Subrecipient violations of, alleged violations of, or failure to comply with, Federal, state, tribal, local or foreign laws and regulations are unallowable, except when incurred as a result of compliance with specific provisions of the Federal award, or with prior written approval of the Federal awarding agency. 2 CFR 200.441

Fund Raising Costs

Fund raising costs are generally unallowable. Fund raising costs for the purposes of meeting the Federal program objectives are allowable only with prior written approval from the Federal awarding agency. 2 CFR 200.442

Goods and Services for Personal Use

Costs of goods or services for personal use of the Subrecipient's employees are unallowable regardless of whether the cost is reported as taxable income to the employees.

Costs of housing (e.g., depreciation, maintenance, utilities, and furnishings, rent), housing allowances and personal living expenses are only allowable as direct costs regardless of whether reported as taxable income to the employees. In addition, to be allowable direct costs must be approved in advance by the Federal awarding agency. 2 CFR 200.445

Insurance and Indemnification

Costs of insurance required or approved and maintained, pursuant to the Federal award, are allowable. Costs of other insurance or of contributions to any reserve covering the risk of loss of, or damage to, Federal government property are unallowable except to the extent that the Federal awarding agency has specifically required or approved such costs. 2 CFR 200.447

Memberships, Subscriptions, and Professional Activity Costs

Costs of the Subrecipient's membership in business, technical, and professional organizations are allowable.

Costs of the non-Federal entity's subscriptions to business, professional, and technical periodicals are allowable.

Costs of membership in any civic or community organization are allowable with prior approval by the Federal awarding agency or LWC.

Costs of membership in any country club or social or dining club or organization are unallowable.

Costs of membership in organizations whose primary purpose is lobbying are unallowable. 2 CFR 200.454

Organization Costs

Costs such as incorporation fees, brokers' fees, fees to promoters, organizers or management consultants, attorneys, accountants, or investment counselor, whether or not employees of the Subrecipient in connection with establishment or reorganization of an organization, are unallowable except with prior approval of the Federal awarding agency. 2 CFR 200.455

Participant Support Costs

Participant support costs are direct costs such as stipends or subsistence allowances, travel allowances, and registration fees paid to or on behalf of participants or trainees (but not employees) in connection with conferences or training projects. In connection with conferences and training projects, participant support costs for items such as stipends or subsistence allowances, travel allowances, and registration fees paid to or on behalf of participants or trainees (but not employees) are allowable with the prior approval of the Federal awarding agency. 2 CFR 200.456

Rearrangement and Reconversion Costs

Costs incurred for ordinary and normal rearrangement and alteration of facilities are allowable as indirect costs. Special arrangements and alterations costs incurred specifically for a Federal award are allowable as a direct cost with the prior approval of the LWC.

Costs incurred in the restoration or rehabilitation of the Subrecipient's facilities to approximately the same condition existing immediately prior to commencement of Federal awards, less costs related to normal wear and tear, are allowable. 2 CFR 200.462

Preaward Costs

All costs incurred by the Subrecipient prior to the start date specified in the award are incurred at the Subrecipient's own expense. Such costs are allowable only to the extent that they would have been allowable if incurred after the date of the Federal award and only with the written approval of the Federal awarding agency. 2 CFR 200.458

Real Property

Real Property means land, including land improvements, structures and appurtenances thereto, but excludes moveable machinery and equipment. Title to real property acquired or improved under a Federal award will vest upon acquisition in the non-Federal entity.

(b) Use. Except as otherwise provided by Federal statutes or by the Federal awarding agency, real property will be used for the originally authorized purpose as long as needed for that purpose, during which time the non-Federal entity must not dispose of or encumber its title or other interests.

(c) Disposition. When real property is no longer needed for the originally authorized purpose, the non-Federal entity must obtain disposition instructions from the Federal awarding agency or pass-through entity (LWC). The instructions must provide for one of the following alternatives:

(1) Retain title after compensating the Federal awarding agency. The amount paid to the Federal awarding agency will be computed by applying the Federal awarding agency's percentage of participation in the cost of the original purchase (and costs of any improvements) to the fair market value of the property. However, in those situations where the non-Federal entity is disposing of real property acquired or improved with a Federal award and acquiring replacement real property under the same Federal award, the net proceeds from the disposition may be used as an offset to the cost of the replacement property.

(2) Sell the property and compensate the Federal awarding agency. The amount due to the Federal awarding agency will be calculated by applying the Federal awarding agency's percentage of participation in the cost of the original purchase (and cost of any improvements) to the proceeds of the sale after deduction of any actual and reasonable selling and fixing-up expenses. If the Federal award has not been closed out, the net proceeds from sale may be offset against the original cost of the property. When the non-Federal entity is directed to sell property, sales procedures must be followed that provide for competition to the extent practicable and result in the highest possible return.

(3) Transfer title to the Federal awarding agency or to a third party designated/approved by the Federal awarding agency. The non-Federal entity is entitled to be paid an amount calculated by applying the non-Federal entity's

percentage of participation in the purchase of the real property (and cost of any improvements) to the current fair market value of the property.

Construction

WIOA Title I funds must not be spent on construction, purchase of facilities or buildings, or other capital expenditures for improvements to land or buildings, except with prior approval of the Secretary of the Department of Labor. 20 CFR 683.235

Selling and Marketing Costs

Costs of selling and marketing any products of the Subrecipient are unallowable, except as direct costs with prior approval from the Federal awarding agency when necessary for the performance of the Federal award. 2 CFR 200.467

Taxes (Value Added Tax)

Value Added Tax (VAT) Foreign taxes charged for the purchase of goods or services that the Subrecipient is legally required to pay in country is an allowable expense under the Federal award. Foreign tax refunds or applicable credits under Federal awards refer to receipts, or reduction of expenditures, which operate to offset or reduce expense items that are allocable to Federal awards as direct or indirect costs. To the extent that such credits accrued or received by the Subrecipient relate to allowable cost, these costs must be credited to the Federal awarding agency either as costs or cash refunds. If the costs are credited back to the Federal award, the non-Federal entity may reduce the Federal share of costs by the amount of the foreign tax reimbursement, or where Federal award has not expired, use the foreign government tax refund for approved activities under the Federal award with prior approval of the Federal awarding agency. 2 CFR 200.470

INSURANCE COVERAGE

The Subrecipient must, at a minimum, provide the equivalent insurance coverage for equipment acquired or improved with Federal funds as provided to property owned by the non-Federal entity. Federally-owned property need not be insured unless required by the terms and conditions of the Federal award.

PROCUREMENT

General Procurement Standards

The Subrecipient must follow 2 CFR §200.318 General procurement standards through 2 CFR §200.326 Contract provisions. Specifically, the Subrecipient must use its own documented procedures which reflect applicable State, local, and tribal laws and regulations, provided that the procurements conform to applicable Federal law and standards.

The Subrecipient must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

The Subrecipient must 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. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the Subrecipient may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, Subrecipients may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Subrecipient.

If the Subrecipient has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the Subrecipient must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the Subrecipient is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

The Subrecipient's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal government, the Subrecipient is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services.

The Subrecipient is encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

The Subrecipient must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. See also § 200.213 Suspension and debarment.

The Subrecipient must 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.

The Subrecipient alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the Subrecipient of any contractual responsibilities under its contracts. The LWC will not substitute its judgment for that of the Subrecipient unless the matter is primarily a Federal or State concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction

Competition

All procurement transactions must be conducted in a manner providing full and open competition. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements.

The Subrecipient must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

The Subrecipient must have written procedures for procurement transactions. These procedures must ensure that all solicitations:

- (1) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equivalent" description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and
- (2) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

The Subrecipient must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the Subrecipient must not preclude potential bidders from qualifying during the solicitation period.

Methods of Procurement to be Followed:

The Subrecipient must use one of the following methods of procurement.

Procurement by micro-purchases. Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (§ 200.67 Micro-purchase). To the extent practicable, the non-Federal entity must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the non-Federal entity considers the price to be reasonable.

Procurement by small purchase procedures. Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the Simplified Acquisition Threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources.

Procurement by sealed bids (formal advertising). Bids are publicly solicited and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the conditions in paragraph (c)(1) of this section apply.

(1) In order for sealed bidding to be feasible, the following conditions should be present:

- (i) A complete, adequate, and realistic specification or purchase description is available;
- (ii) Two or more responsible bidders are willing and able to compete effectively for the business; and
- (iii) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

(2) If sealed bids are used, the following requirements apply:

- (i) Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids, for local, and tribal governments, the invitation for bids must be publicly advertised;
- (ii) The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;
- (iii) All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly;

- (iv) A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and
- (v) Any or all bids may be rejected if there is a sound documented reason.

Procurement by competitive proposals. The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

- (1) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;
- (2) Proposals must be solicited from an adequate number of qualified sources;
- (3) The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;
- (4) Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and
- (5) The non-Federal entity may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

Procurement by noncompetitive proposals. Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

- (1) The item is available only from a single source;
- (2) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
- (3) The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity; or
- (4) After solicitation of a number of sources, competition is determined inadequate.

One Stop Operator Selection

Subrecipients must follow the requirements regarding the competitive award of One-Stop Operators in the Workforce Innovation and Opportunity Act at WIOA Sec. 121(d) and sec. 123.

INTELLECTUAL PROPERTY RIGHTS

Title to intangible property (see 315 Intangible property) acquired under a Federal award vests upon acquisition in the non-Federal entity. The non-Federal entity must use that property for the originally-authorized purpose, and must not encumber the property without approval of the Federal awarding agency. When no longer needed for the originally authorized purpose, disposition of the intangible property must occur in accordance with the provisions in § 200.313 Equipment paragraph (e).

The non-Federal entity may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under a Federal award. The Federal awarding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.

The non-Federal entity is subject to applicable regulations governing patents and inventions, including government wide regulations issued by the Department of Commerce at 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Awards, Contracts and Cooperative Agreements."

The Federal Government has the right to:

- (1) Obtain, reproduce, publish, or otherwise use the data produced under a Federal award; and
- (2) Authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.

Freedom of Information Act (FOIA).

(1) In response to a Freedom of Information Act (FOIA) request for research data relating to published research findings produced under a Federal award that were used by the Federal Government in developing an agency action that has the force and effect of law, the Federal awarding agency must request, and the non-Federal entity must provide, within a reasonable time, the research data so that they can be made available to the public through the procedures established under the FOIA. If the Federal awarding agency obtains the research data solely in response to a FOIA request, the Federal awarding agency may charge the requester a reasonable fee equaling the full incremental cost of obtaining the research data. This fee should reflect costs incurred by the Federal agency and the non-Federal entity. This fee is in addition to any fees the Federal awarding agency may assess under the FOIA (5 U.S.C. 552(a)(4)(A)).

(2) Published research findings means when:

- (i) Research findings are published in a peer-reviewed scientific or technical journal; or
- (ii) A Federal agency publicly and officially cites the research findings in support of an agency action that has the force and effect of law. "Used by the Federal Government in

developing an agency action that has the force and effect of law” is defined as when an agency publicly and officially cites the research findings in support of an agency action that has the force and effect of law.

(3) Research data means the recorded factual material commonly accepted in the scientific community as necessary to validate research findings, but not any of the following: preliminary analyses, drafts of scientific papers, plans for future research, peer reviews, or communications with colleagues. This “recorded” material excludes physical objects (e.g., laboratory samples). Research data also do not include:

- (i) Trade secrets, commercial information, materials necessary to be held confidential by a researcher until they are published, or similar information which is protected under law; and
- (ii) Personnel and medical information and similar information the disclosure of which would constitute a clearly unwarranted invasion of personal privacy, such as information that could be used to identify a particular person in a research study.

In any subgrant funded in whole or in part by the federal government, subrecipient may acquire and maintain the Intellectual Property rights, title and ownership, which results directly or indirectly from the subgrant, except as provided in 37 CFR § 401.14. However, pursuant to 29 CFR § 97.34 the Federal Government reserves a paid-up, royalty free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for federal purposes: i) the copyright in all products developed under the grant, including a subgrant or contract under the grant or subgrant; and ii) any rights of copyright to which the grantee, subgrantee or a contractor purchases ownership under an award (including but not limited to curricula, training models, technical assistance products, and any related materials). Such uses include, but are not limited to, the right to modify and distribute such products worldwide by any means, electronically or otherwise. Federal funds may not be used to pay any royalty or licensing fee associated with such copyrighted material, although they may be used to pay costs for obtaining a copy which is limited to the developer/seller costs of copying and shipping. If revenues are generated through selling products developed with grant funds, including intellectual property, these revenues are program income. Program income is added to the grant and must be expended for allowable grant activities.

If applicable, the following needs to be included on all products developed in whole or in part with Agreement funds:

“This workforce solution was funded by a grant awarded by the U.S. Department of Labor’s Employment and Training Administration. The solution was created by the grantee and does not necessarily reflect the official position of the U.S. Department of Labor. The Department of Labor makes no guarantees, warranties, or assurances of any kind, express or implied, with respect to such information, including any information on linked sites and including, but not limited to, accuracy of the information or its completeness, timeliness, usefulness, adequacy, continued availability, or ownership. This solution is copyrighted by the institution that created it. Internal use, by an organization and/or personal use by an individual for non-commercial purposes, is permissible. All other uses require the prior authorization of the copyright owner.”

TRAVEL REGULATIONS

Professional staff may be required to travel throughout the state while performing their job duties. Subrecipients must have policies and procedures in place related to travel costs. All travel in direct support of this Agreement will be paid to program staff in accordance with the Subrecipients written travel policy and procedure. Subrecipients travel policy and procedure must be approved by the board and comply with the requirements of the Workforce Innovation and Opportunity Act and the Uniform Administrative Guidance, 2 CFR Part 200.

Travel costs are the expenses for transportation, lodging, subsistence, and related items incurred by employees who are on official business of the subaward / Subrecipient. For domestic travel to be an allowable cost, it must be necessary, reasonable, allocable and conform to the grant recipient's written policies and procedures. Costs incurred by employees, including costs of lodging, other subsistence, and incidental expenses, must be considered reasonable, necessary, and otherwise allowable to the extent such costs do not exceed charges normally allowed by the grant recipient in its regular operations as the result of the grant recipients written travel policy.

All travel must also comply with Fly America Act (49 USC 40118), which states in part that any air transportation, regardless of price, must be performed by, or under a code-sharing arrangement with, a US flag air carrier if service provided by such carrier is available. Costs charged directly to this subaward must include documentation that justify that: Participation of the individual is necessary to the subaward; and the costs are reasonable and consistent with the grant recipients established travel policy.

For reimbursement on a mileage basis, the Subrecipient may not charge more than the maximum allowable Mileage Reimbursement Rates for Federal employees. The 2022 Mileage Reimbursement Rates are:

Modes of Transportation	Effective/Applicability Date	Rate per mile
Privately owned automobile	October 1, 2022	\$.625

FOREIGN TRAVEL

Pursuant to WIOA section 181 (e), no funds received to carry out an activity under WIOA subtitle B shall be used for foreign travel.

CONSULTANTS

For the purpose of this Agreement, fees paid to a consultant who provides services under a program shall be limited to \$710.00 per day without prior approval of the U.S. Department of Labor's Employment & Training Administration.

PERSONALLY IDENTIFIABLE INFORMATION

Subrecipients must recognize and safeguard personally identifiable information (PII) except where disclosure is allowed by prior written approval of the Grant officer or by court order. Subrecipients must meet the requirements in TEGL 39-11, Guidance on the Handling and Protection of Personally Identifiable Information (PII), accessible on the U.S. Department of Labor's Employment & Training Administration website at www.doleta.gov.

PROGRAM INCOME

The "addition" method as described in 2 CFR 200.307 must be used in allocating any program income generated for this Agreement. Program Income must be expended prior to requesting additional Agreement funds. Reporting of program income expenditures must be reported on the monthly expenditure reports.

ADDITIONAL ASSURANCES

The Subrecipient agrees to comply with the following additional assurances required by the U.S. Department of Labor in the WIOA Program Annual Funding Agreement with the State:

1. **Health Benefit Coverage:** The Subrecipient must ensure that the use of these funds for health benefits coverage complies with *506 and 507 of Division G of Public Law 113-235, the Consolidated and Further Continuing Appropriations Act, 2015*.
2. **Architectural Barriers:** The Subrecipient ensures compliance with the Architectural Barriers Act of 1968, 42 U.S.C. 4151 et seq., as amended, the Federal Property Management Regulations (see 41 CFR 102-76), and the Uniform Federal Accessibility Standards issued by GSA (see 36 CFR 1191, Appendixes C and D) which set forth requirements to make facilities accessible to, and usable by, the physically handicapped and include minimum design standards. All new facilities designed or constructed with grant support must comply with these requirements.
3. **Prohibition on Contracting with Corporations with Unpaid Tax Liabilities:** The Subrecipient may not enter a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless a Federal agency has considered suspension or debarment of the corporation and has made a determination that this further action is not necessary to protect the interests of the Government.
4. **Prohibition on Providing Federal Funds to ACORN:** The Subrecipient assures that these funds will not be provided to the Association of Community Organizations for Reform Now (ACORN), or any of its affiliates, subsidiaries, allied organizations or successors.

5. **Profit:** Pursuant to 2 CFR 200.400(g), non-Federal entities may not earn or keep any profit resulting from Federal financial assistance, except as authorized by WIOA Section 121(d) for One-Stop operators (American Job Centers) or service providers which are for-profit entities.

ETHICS

The Subrecipient shall keep informed of and comply with all provisions of the Louisiana Code of Governmental Ethics, La. R.S. 42:1101 et seq., and any and all ethical standards governing Subrecipients receipt of funds pursuant to this agreement. Subrecipient certifies that no part of the funds disbursed pursuant to this Agreement shall be offered, paid or payable, directly or indirectly, to any public employee, political party or official thereof, or any candidate for political office, for the purpose of influencing any act or decision of such person or party or inducing such person or party to use his or its influence to affect or influence any act or decision of any national, state or local government or instrumentality thereof. For the purposes of this Section (i), the term "public employee" shall include any person, whether compensated or not, who is:

- (i) An administrative officer or official of a governmental entity who is not filling an elective office.
- (ii) Appointed by any elected official when acting in an official capacity, and the appointment is to a post or position wherein the appointee is to serve the governmental entity or an agency thereof, either as a member of an agency, or as an employee thereof.
- (iii) Engaged in the performance of a governmental function.
- (iv) Under the supervision or authority of an elected official or another employee of the governmental entity.

Subrecipient further understands that no public employee, or member of his immediate family, except as provided in La. R.S. 42:1120, shall participate in any transaction in which he has a personal substantial economic interest of which he may be reasonably expected to know involving the Subrecipient.

Further, no public employee, except as provided in R.S. 42:1120, shall participate in a transaction involving the Subrecipient in which, to his actual knowledge, any of the following persons has a substantial economic interest:

- (1) Any member of his immediate family.
- (2) Any person in which he has a substantial economic interest of which he may reasonably be expected to know.
- (3) Any person of which he is an officer, director, trustee, partner, or employee.

- (4) Any person with whom he is negotiating or has an arrangement concerning prospective employment.
- (5) Any person who is a party to an existing contract with such public employee, or with any legal entity in which the public servant exercises control or owns an interest in excess of twenty-five percent, or who owes anything of economic value to such public servant, or to any legal entity in which the public servant exercises control or owns an interest in excess of twenty-five percent, and who by reason thereof is in a position to affect directly the economic interests of such public servant.

ADDITIONAL STATUTORY COMPLIANCE; LAWS, REGULATIONS AND REQUIREMENTS

In addition to other regulations, laws or policies referred herein, the Subrecipient shall comply with all of the following, as each or any such order, law, regulation or requirement may be revised or amended by the source of its authority from time to time, as applicable:

- a) The Copeland "Anti-Kickback" Act (40 U.S.C. 3145) as supplemented in Department of Labor regulations (29 CFR Part 3), which:
 - i) applies to all contracts and subgrants for construction or repair, and
 - ii) generally prohibits federal contractors or subcontractors engaged in building construction or repair from inducing an employee to give up any part of the compensation to which he or she is entitled under his or her employment contract and requires such contractors and subcontractors to submit weekly statements of compliance.
- b) The Davis Bacon Act (40 U.S.C. 3141-3148) as supplemented by Department of Labor regulations (29 CFR Part 5), which:
 - i) applies to construction contracts in excess of \$2,000 awarded by grantees and subgrantees when required by Federal grant program legislation and
 - ii) requires all contractors and subcontractors performing work on federal or District of Columbia construction contracts or federally assisted contracts in excess of \$2,000 to pay their laborers and mechanics not less than the prevailing wage rates and fringe benefits for corresponding classes of laborers and mechanics employed on similar projects in the area.

Note: Prevailing wage rates and fringe benefits are determined by the Secretary of Labor for inclusion in covered contracts;

- c) The Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) Sections 103 and 107, as supplemented by Department of Labor Regulations (29 CFR Part 5), which:

- i) applies to construction contracts awarded by grantees and subgrantees in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers;
 - ii) requires contractors and subcontractors on covered contracts to pay laborers and mechanics employed in the performance of the contracts one and one-half times their basic rate of pay for all hours worked over 40 hours in one workweek; and
 - iii) prohibits unsanitary, hazardous, or dangerous working conditions on federal and federally financed and assisted construction projects;
- d) Any and all requirements of WIOA pertaining to patent rights, copyrights, and rights in data;
- e) All applicable and/or mandatory standards, policies, orders and requirements issued under and/or relating to:
 - i) Section 306 of the Clean Air Act, 42 U.S.C. 1857(h),
 - ii) Section 508 of the Clean Water Act, 33 U.S.C. 1368,
 - iii) Executive Order 11738,
 - iv) Environmental Protection Agency regulations, 40 CFR Part 15; and
 - v) energy efficiency in the state's energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).
- f) Any and all other applicable state law as found in Chapter 14 of Title 23 of the Louisiana Revised Statutes

ATTACHMENTS

The following Attachments are incorporated into and made a part of this contract:

- Attachment I: STATEMENT OF CERTIFICATION AND CONCURRENCE
- Attachment II: CERTIFICATE OF AUTHORITY
- Attachment III: CERTIFICATION OF FISCAL ACCOUNTABILITY
- Attachment IV: CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS
- Attachment V: CERTIFICATION REGARDING LOBBYING
- Attachment VI: WIOA RECIPIENT AND SUBRECIPIENT'S METHODS OF ADMINISTRATION AND AFFIRMATIVE ACTION PLAN AGREEMENT
- Attachment VII: FUNDING SOURCE
- Attachment VIII: BUDGET INFORMATION SUMMARY

THUS DONE AND SIGNED on the day, month and year shown below.

Louisiana Workforce Commission

DocuSigned by:
By: Robert Wooley 9/18/2023
Robert Wooley Date
Secretary

City of New Orleans

By: [Signature] 8/21/23
Name: LaToya Cantrell Date
Title: Mayor
Telephone: 504-658-4900
Fax: 504-658-4939

Form and Legality Approved:
Law Department

By: [Signature]
Printed Name: Tracy Tyler

ATTACHMENT I

STATEMENT OF CERTIFICATION AND CONCURRENCE

The City of New Orleans Local Workforce Development Area/Subrecipient (LWDA #12), certifies that information contained in the Title 1B Plan as submitted to the LWC (and hereinafter referred to as "The Plan"), is applicable and complete. Activities to be conducted meet requirements under Title I of the WIOA (Public Law 113-128-July 22, 2014) and all applicable Federal and State Regulations, policies and procedures, and the approved Plan. The Local Workforce Development Area/Subrecipient hereby accepts full responsibility for funds expended under this Agreement and assures that all funds provided will be expended according to limitations set forth in the WIOA, Federal and State Regulations, policies and procedures, and the approved Plan and that it will reimburse the LWC for any questioned costs which are ultimately disallowed by the U.S. Department of Labor.

Pursuant to Section 108 of the WIOA, this is to certify that both the chief elected official of the LWDA and the LWDB concur in the attached:
(Check as appropriate)

- ☒ Title I-B Plan
☐ Modification No. _____ to the Title I-B Plan

Signature of Chief Elected Official for the LWDA

Signature of LWDB Chairperson

LaToya Cantrell
Typed Name

Date

Mr. Gregory Curtis
Typed Name

Date

Form and Legality Approved:
Law Department

By: _____

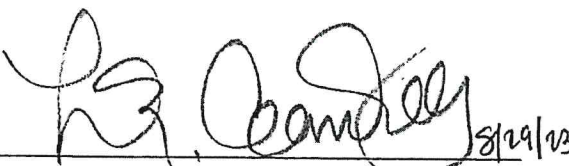
Printed Name: Barry Tyler

ATTACHMENT II

CERTIFICATE OF AUTHORITY

I, LaToya Cantrell, certify that I am the Mayor, of the corporation, committee, commission, association, or governmental entity named as the Subrecipient herein; LaToya Cantrell signed this Agreement and who will sign Amendments to it on behalf of the Subrecipient, is the Mayor of said corporation, committee, commission, association, or governmental entity; that said Agreement was duly signed for and on behalf of said organization by authority of its governing body and is within the scope of its powers as a:

☐ Corporation ☐ Association ☐ Committee ☐ Commission ☒ Government Entity

 8/29/13

SIGNATURE OF CERTIFYING OFFICER

LaToya Cantrell, Mayor, City of New Orleans

Form and Legality Approved:
Law Department

By: 

Printed Name: Tracy Tipton

(To be completed only if signatory authority for this Agreement is other than the Subrecipient/CEO)

ATTACHMENT III

CERTIFICATION OF FISCAL ACCOUNTABILITY

Under the provisions of the WIOA, federal funds expended for this Act must be documented and accounted for. The State must have sufficient information concerning the system of accounting used and the entity directly responsible for maintaining the system to assure compliance with the Act. The following information is provided by the Subrecipient to establish fiscal responsibility.

1. Name, Title, and Address of the Chief Financial Officer of the organization:

NAME: Sabrina Johnson

ADDRESS: 1307 Oretha Castle Haley Blvd, Suite 3000, New Orleans, LA 70112

2. Will accounting system be directly maintained by the Subrecipient?

A. ☒ YES

B. ☐ NO. Who will maintain the system?

3. Are you familiar with Subrecipient audit and reporting requirements?

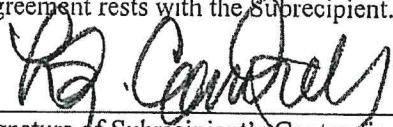
A. ☒ YES

B. ☐ NO

4. Description of accounting system.

5. Certification:

I certify that this report is complete and correct and that the responsibility for maintaining the accounting system to comply with the requirements has been accepted by the designated entity. I understand that final responsibility for the fiscal operation of the Agreement rests with the Subrecipient.



Signature of Subrecipient's Contracting Officer

8/24/23
Date

LaToya Cantrell
Typed Name

Mayor
Title

ATTACHMENT IV

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549,
Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' responsibilities.

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicated for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any the offenses enumerated in paragraph (1) (b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transaction (Federal, State, or local) terminated for cause of default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

City of New Orleans

Name of Applicant Organization

LaToya Cantrell, Mayor

Name & Title of Authorized Representative

Signature

Date

Contracts Office WIOA – Rev. 05/03/2022

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Form and Legality Approved:
Law Department

By:

Printed Name:

Brass# 5178; K23-876

ATTACHMENT V

CERTIFICATION REGARDING LOBBYING
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE
AGREEMENTS

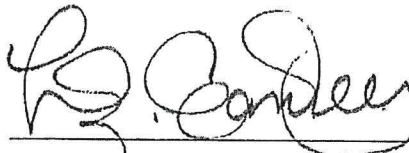
The undersigned certifies, to the best of his or her knowledge and belief that:

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

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

City of New Orleans
Subrecipient Organization

LaToya Cantrell, Mayor
Name of Certifying Official


Signature

8/29/23
Date

***Note:** In these instances, “All,” in the Final Rule is expected to be clarified to show that it applies to covered contract transactions over \$100,000 (per OMB).

Contracts Office WIOA – Rev. 05/03/2022

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Form and Legality Approved:
Law Department

By: 

Printed Name: Tracy J.

Brass# 5178; K23-876

ATTACHMENT VI

LOUISIANA WORKFORCE COMMISSION
WIOA RECIPIENT AND SUBRECIPIENTS METHODS OF ADMINISTRATION
AFFIRMATIVE ACTION PLAN AGREEMENT

City of New Orleans (LWDA #12) certifies that it has a WIOA Methods of Administration/ Affirmative Action Plan or will adopt LWC's model. This plan will be made available for review by LWC's Equal Opportunity and Compliance Division staff and shall include:

1. The development and implementation of specific steps, including the assignment of management responsibility, to achieve objectives within specific timeframes, e.g., special recruitment efforts, tests validation, job analysis, display of EEO Posters, identification of artificial barriers to employment and development of upward mobility programs;
2. The establishment of monitoring and evaluation procedures to measure progress in meeting the goals of the WIOA Methods of Administration/Affirmative Action Plan within the projected timeframes;
3. Internal dissemination of an Equal Opportunity policy statement to all management officials, staff and participants, and external dissemination of the statement to community groups, community-based organizations, minority and women's organizations, and the general public;
4. Written documentation of specific staffing and service goals; and
5. Placement of advertisements regarding programs in minority owned or operated newspapers and magazines.

In the event of the Subrecipients non-compliance with established policies, funding may be canceled, terminated, or suspended in whole or in part and the Subrecipient may be declared ineligible for future funding.

The activities mentioned above will be performed or coordinated by LWC's Equal Opportunity and Compliance Division.

City of New Orleans

1300 Perdido Street, Room 2E10, New Orleans, LA 70112

(Legal Name of Subrecipient)

(Address)

LaToya Cantrell, Mayor

(Typed Name and Title of Authorized Officer)

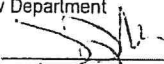

(Signature of Authorized Officer) (Date)

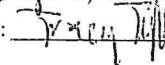
NOTE: A complete EEO Staffing Plan will be maintained on file at the Subrecipient's office and will be available for review upon request.

Contracts Office WIOA – Rev. 05/03/2022

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Form and Legality Approved:
Law Department

By: 

Printed Name: 

Brass# 5178; K23-876

ATTACHMENT VII

FUNDING SOURCE INFORMATION

Funding Source	Contract Amount	Increase	Decrease	Revised Contract Amount
PY 23 WIOA	\$2,095,199			
FY 24 WIOA	\$2,205,828			
Total	\$4,301,027			

Source: CFDA Number(s): 17.258 (Adult), 17.278 (Dislocated Worker) and 17.259 (Youth)
Programs:

The programmatic and administrative funding available under this Grant will be applied to the WIOA programs as follows:

- A) Youth -Funding for this program may be applied effective 04/01/2023 through 06/30/2025.
- B) Adult -Funding for this program may be applied effective 07/01/2023 through 06/30/2025.
- C) Dislocated Worker -Funding for this program may be applied effective 07/01/2023 through 06/30/2025.

ATTACHMENT VIII

**BUDGET INFORMATION SUMMARY
PROGRAM/FISCAL YEAR PY22 /FY23**

Local Workforce Development Area # 12
Subrecipient: City of New Orleans

Grant Period: 04/01/2023 to 06/30/2025
Date Submitted: 06/28/2025

Type of Action: Plan ☐ Amendment ☐ No. _____ Revision ☐ No. _____

PY23 WIOA	Allocation		Increase	(Decrease)	Revised Allocation	
	Administrative	Program			Administrative	Program
Adult	\$28,974	\$260,766				
Dislocated Worker	\$31,859	\$286,735				
Youth	\$148,687	\$1,338,178				
Other Transfer Funds						
Total Administrative	\$209,520					
Total Program		\$1,885,679				

FY24 WIOA	Allocation		Increase	(Decrease)	Revised Allocation	
	Administrative	Program			Administrative	Program
Adult	\$118,345	\$1,065,107				
Dislocated Worker	\$102,238	\$920,138				
Youth						
Other Transfer Funds						
Total Administrative	\$220,583					
Total Program		\$1,985,245				

Note: The Increase and Decrease columns reflect total program budgets changes. These changes are included in the Revised Allocation column as appropriate and explained in the comments below.

Comments: Comments: Comments: WIOA agreement funding for PY23/FY24 as per TEGL 15-22. PY FY funding details: Youth PY funding is effective 4/1/2023 through 6/30/2025; Adult and DW PY funding is effective 7/1/2023 through 6/30/2025; Adult and DW FY funding is effective 10/01/2023 through 6/30/2025.

ATTACHMENT IX

**CERTIFICATION AND ACKNOWLEDGEMENT REGARDING LOUISIANA
CODE OF GOVERNMENTAL ETHICS**

Subrecipient is required to keep informed of and comply with all provisions of the Louisiana Code of Governmental Ethics. The Louisiana Code of Governmental Ethics may be viewed at:

<http://ethics.la.gov/Pub/Laws/Title42Ch15.pdf>

Subrecipient certifies that no part of the funds disbursed pursuant to this Agreement shall be offered, paid or payable, directly or indirectly, to any public employee, political party or official thereof, or any candidate for political office, for the purpose of influencing any act or decision of such person or party or inducing such person or party to use his or its influence to affect or influence any act or decision of any national, state or local government or instrumentality thereof.

Subrecipient further certifies and understands that no public employee, or member of his immediate family, except as provided in La. R.S. 42:1120, shall participate in any transaction in which he has a personal substantial economic interest of which he may be reasonably expected to know involving the Subrecipient.

Further, no public employee, except as provided in R.S. 42:1120, shall participate in a transaction involving the Subrecipient in which, to his actual knowledge, any of the following persons has a substantial economic interest:

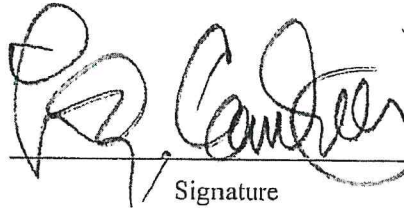
- (1) Any member of his immediate family.
- (2) Any person in which he has a substantial economic interest of which he may reasonably be expected to know.
- (3) Any person of which he is an officer, director, trustee, partner, or employee.
- (4) Any person with whom he is negotiating or has an arrangement concerning prospective employment.
- (5) Any person who is a party to an existing contract with such public employee, or with any legal entity in which the public servant exercises control or owns an interest in excess of twenty-five percent, or who owes anything of economic value to such public servant, or to any legal entity in which the public servant exercises control or owns an interest in excess of twenty-five percent, and who by reason thereof is in a position to affect directly the economic interests of such public servant.

ACKNOWLEDGMENT:

It is hereby acknowledged, that I understand my obligations, duties, and responsibilities under the provisions of the Louisiana Code of Governmental Ethics and all future amendments and modifications.

City of New Orleans
Subrecipient Organization

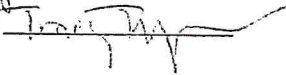
LaToya Cantrell, Mayor
Name of Certifying Official


Signature

8/29/23
Date

Form and Legality Approved:
Law Department

By:  _____

Printed Name:  _____