

K24-592

**COOPERATIVE ENDEAVOR AGREEMENT**

**BY AND BETWEEN**

**THE CITY OF NEW ORLEANS**

**AND**

**NEW ORLEANS REGIONAL TRANSIT AUTHORITY**

**ZERO TRANSIT FARE FOR OPPORTUNITY YOUTH**

**THIS COOPERATIVE ENDEAVOR AGREEMENT** (the “**Agreement**”) is entered into by and between the City of New Orleans, represented by LaToya Cantrell, Mayor (the “**City**”), and the New Orleans Regional Transit Authority, represented by Lona Edwards Hankins, Chief Executive Officer (the “**RTA**” or the “**Contractor**”). The City and the RTA may sometimes each be referred to as a “**Party**” or collectively as the “**Parties**.” The Agreement is effective as of August 31, 2024 (the “**Effective Date**”).

**RECITALS**

**WHEREAS**, the City is a political subdivision of the State of Louisiana; and

**WHEREAS**, the RTA is a political subdivision of the State of Louisiana, whose principal address is 2817 Canal Street, New Orleans, LA 70119; and

**WHEREAS**, pursuant to *Article 7, Section (14)(C) of the Louisiana Constitution of 1974*, and related statutes, and *Section 9-314 of the Home Rule Charter of the City of New Orleans*, the City may enter into cooperative endeavors with the State of Louisiana, its political subdivisions and corporations, the United States and its agencies, and any public or private corporation, association, or individual with regard to cooperative financing and other economic development activities, the procurement and development of immovable property, joint planning and implementation of public works, the joint use of facilities, joint research and program implementation activities, joint funding initiatives, and other similar activities in support of public education, community development, housing rehabilitation, economic growth, and other public purposes; and

**WHEREAS**, the City was awarded Coronavirus State and Local Fiscal Recovery Funds (“**SLFRF**” or “**Grant Award**”), distributed by the United States Department of Treasury (“**Treasury**”), to facilitate the goals of the American Rescue Plan Program (“**ARP Program**”), pursuant to the *American Rescue Plan Act (Public Law 117-21*, signed March 11, 2021); and

**WHEREAS**, in 2023, the City created the Youth Fare Transportation Fund (“**fund**”) with a portion of the Grant Award’s funding for the purpose of funding programs executed by RTA, including but not limited to programs that involve providing free public transit for the City’s opportunity youth as the City’s opportunity youth pursue workforce development training in industries affected by the Covid-19 Pandemic; and

**WHEREAS**, the fund will support a pilot program, entitled, “Zero Transit Fare for Opportunity Youth Program,” (“**pilot program**”) that will collect data to support the design and implementation of a permanent program, where the RTA will provide free public transit passes to Orleans Parish residents, ranging from the ages of sixteen to twenty-four (**16-24**) years-old (“**Services**”), during the duration of the pilot program; and

**WHEREAS**, the City will renumerate the RTA for the aforementioned services with the funding provided by the Grant Award; and

**WHEREAS**, the RTA, by agreeing to undertake the implementation, utilizing funds provided by Treasury, will be acting as a contractor of the City, as defined by 2 CFR Part 200.1 and 200.331, and hereby agrees to carry out this Agreement in full compliance with the laws and regulations of the ARP Program and exhibits incorporated into this Agreement; and

**WHEREAS**, the activities hereunder are eligible under the ARP Program; and

**WHEREAS**, the City and the RTA desire to accomplish the valuable public purpose of fostering a strategic partnership to build thriving workforce ecosystems for opportunity youth in the wake of the Covid-19 Pandemic by studying the benefits of free public transit, when opportunity youth pursue employment opportunities; and

**NOW THEREFORE**, the City and the RTA, each having the authority to do so, agree as follows:

#### **ARTICLE I – GENERAL AWARD INFORMATION**

The Agreement between the City and the RTA is for the purpose of carrying out the goals of a Federal award and creates a procurement relationship for the purpose of obtaining goods and services for the City's use.

|                                                             |                                                           |
|-------------------------------------------------------------|-----------------------------------------------------------|
| <b>Federal Award Identification Number:</b>                 | SLT-1835 and SLT-7352                                     |
| <b>CFDA Number and Name:</b>                                | 21.027 - Coronavirus State and Local Fiscal Recovery Fund |
| <b>Federal Award Project Description:</b>                   | American Rescue Plan Act Federal Recovery Funding         |
| <b>Is this award for research and development?</b>          | No                                                        |
| <b>Contractor's Unique Entity Identifier:</b>               | R71BUMMQRKZ4                                              |
| <b>Amount of Federal Funds Obligated to the Contractor:</b> | \$2,425,000.00                                            |
| <b>Contact Information:</b>                                 | See Article XII - Notice                                  |

#### **ARTICLE II - THE RTA'S OBLIGATIONS**

**A. Services.** The RTA shall:

1. Provide the City's opportunity youth with free transit fare passes to Orleans Parish residents ranging from the ages of sixteen to twenty-four (**16-24**) years-old ("**Services**") during the duration of the Zero Transit Fare for Opportunity Youth Program ("**pilot program**").
2. Supply transit passes through the RTA's Le Pass app for RTA's buses, streetcars, and ferries during the duration of the pilot program.
3. Perform the obligations outlined in the *Memorandum of Understanding between*

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*Ride New Orleans, New Orleans Public Library, and the New Orleans Children and Youth Planning Board*, attached and incorporated herein as Exhibit "A".

4. Bill the City on a per-ride basis, using a fare-capping structure, and submit monthly invoices to the City for reimbursement as provided in Article II, Section (C), and Article IV, Section (A).

5. Advertise the pilot program through the RTA's Le Pass app, buses, streetcars, and ferries.

6. Release and submit ridership/financial data on the RTA's Le Pass app usage to facilitate program development.

7. Coordinate the use of fare media for the pilot program through the RTA's Le Pass app.

8. Perform the Services with the same degree of care, skill, and diligence as would be ordinarily exercised by a competent practitioner of the same profession under similar circumstances.

9. Represent and warrant that it has the requisite skills and expertise necessary to perform the Services.

10. Comply with all applicable Federal regulations and requirements incorporated herein by reference, whether specifically discussed herein or not, including but not limited to any applicable Uniform Administrative Requirements as described in 2 *CFR* 200, any applicable procurement standards in 2 *CFR* §200.318 - §200.326, all applicable Notices and Directives promulgated by Treasury, and with all terms and conditions required by the Grant Award in the *Federal Compliance Provisions*, attached and incorporated herein as Exhibit "B".

**B. Schedule.** The City will provide the RTA with a schedule, along with service needs and work-site locations, as designated by the City and Ride New Orleans.

**C. Invoices.** RTA must submit invoices monthly (unless agreed otherwise between the Parties to this Agreement) to the City electronically, via its supplier portal, for services provided under this Agreement no later than ten (10) calendar days following the end of the period covered by the invoice. Untimely invoices may result in delayed payment for which the City is not liable. The City may require changes to the form of the invoice and may require additional supporting documentation to be submitted with invoices. Invoices will be processed in accordance with Article IV of the Agreement. At a minimum, each invoice must include the following information:

- Name of Contractor
- Date of Invoice
- Invoice Number
- Contract or Purchase Order Number issued by the City (*i.e.*, K24-592)
- Name of the City Department to be invoiced (*i.e.*, CAO)
- Description of the services completed, including but not limited to monthly ridership and financial data.
- An authorized signature by the RTA's authorized representative, attesting to the validity and accuracy of the invoice, under penalty of perjury.

### **ARTICLE III – THE CITY’S OBLIGATIONS**

**A. Administration.** The City will:

1. Administer this Agreement through the Chief Administrative Office and the Mayor’s Office of Workforce Development (the “**Departments**”).
2. Perform the obligations outlined in the *Memorandum of Understanding between Ride New Orleans, New Orleans Public Library, and the New Orleans Children and Youth Planning Board*, attached and incorporated herein as Exhibit “A” and the *Federal Compliance Provisions*, attached, and incorporated herein as Exhibit “B”.
3. Provide the RTA with documents deemed reasonably necessary for the RTA’s performance of any work required under this Agreement.
4. Provide access to Department personnel to discuss the required services during normal working hours, as requested by the RTA.
5. Provide any applicable schedules, equipment needs, and work-site locations to the RTA.

**B. Payment.** Unless otherwise agreed to by the City, the payment terms are NET 30 days upon the RTA’s delivery and rendition of the services contemplated in this Agreement, and upon the City’s receipt of a properly submitted, complete, and accurate invoice via the City’s supplier portal. The City will make payments to the RTA at the rate of compensation established in this Agreement based upon the RTA’s certified invoices, except:

1. The City’s obligation to pay is contingent upon the RTA’s: (a) submission of a complete and accurate invoice to the City and (b) satisfactory performance of the services and conditions required by this Agreement.
2. The City, in its discretion, may withhold payment of any disputed amounts, and no interest shall accrue on any amount withheld pending the resolution of the dispute.
3. The City may set off any amounts due to the RTA against any amounts deemed by the City to be owed to the City by the RTA pursuant to this Agreement.
4. All compensation owed to the RTA under this Agreement is contingent upon the appropriation and allocation of funds for work under this Agreement by the City.
5. The City is not obligated under any circumstances to pay for any work performed or costs incurred by the RTA that: exceed the maximum aggregate amount payable established by this Agreement; are beyond the scope or duration of this Agreement; arise from or relate to any change order outside the scope of the Agreement; are for services performed on days on which services were suspended, due to circumstances beyond the control of the City, and no work has taken place; arise from or relate to the correction of errors or omissions of the RTA or its subcontractors; or the City is not expressly obligated to pay under this Agreement.
6. If this Agreement is terminated for any reason, the City will pay the RTA only for the work requested by the City and satisfactorily performed by the Contractor through the date of



termination, except as otherwise provided in this Agreement.

#### **ARTICLE IV – FUNDING**

**A. Rate Schedule.** Per Exhibit “A”, the City will pay the RTA for the Services under this Agreement at the following rates:

|                                                                                                          |
|----------------------------------------------------------------------------------------------------------|
| <b>FARE REIMBURSEMENT FOR RIDERS RANGING FROM THE AGES OF SIXTEEN TO EIGHTEEN (16-18) YEARS OLD.</b>     |
| 50¢ / Ride / Each Rider                                                                                  |
| \$1.00 / Maximum Amount / Each Day / Each Rider                                                          |
| \$18.00 / Maximum Amount / Each Month / Each Rider                                                       |
| <b>FARE REIMBURSEMENT FOR RIDERS RANGING FROM THE AGES OF NINETEEN TO TWENTY-FOUR (19-24) YEARS OLD.</b> |
| \$1.25 / Ride / Each Rider                                                                               |
| \$3.00 / Maximum Amount / Each Day / Each Rider                                                          |
| \$45.00 / Maximum Amount / Each Month / Each Rider                                                       |

**B. Marketing and Advertising Fees.** The City further agrees to pay the RTA for marketing and advertising created and disseminated on RTA’s Le Pass app, buses, streetcars, and ferries for the pilot program, capped at **\$100,000.00**.

**C. Maximum Amount Payable.** The maximum amount payable under this Agreement shall not exceed **\$2,425,000.00**. This amount is inclusive of all costs, including, but not limited to all personnel costs, fringe benefits, equipment costs, travel costs, indirect costs identified as those not directly incurred as a result of providing the services listed in this Agreement, and the amounts set forth under Article IV, Section (A) and Section (B), respectively. 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.

**D.** The stated compensation is inclusive, and includes no additional amounts for, the RTA’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 nor be obligated to pay or reimburse the RTA any other charges or fees, and the RTA will not be entitled to any additional compensation or reimbursement, except otherwise specifically provided in the Agreement.

**E. Cost Recovery.** In accordance with *Section 2-8.1 of the Municipal Code*, entitled “Cost recovery in contracts, cooperative endeavor agreements, and grants,” to the maximum extent permitted by law, the RTA shall reimburse the City or disgorge anything of value or economic benefit received from the City if the RTA fails to meet its contractual obligations.

## **ARTICLE V - DURATION AND TERMINATION**

**A. Term.** The term of this Agreement is two (2) years from the Effective Date, provided there is an encumbrance of funds by the Requesting Departments made from the funds allotted by the Chief Administrative Officer, which are derived from appropriations made by the City Council. This Agreement shall automatically terminate with respect to any period of time for which funds are not so encumbered.

**B. Extension.** The City can opt to extend the term of this Agreement provided that the City Council approves it as a multi-term cooperative endeavor agreement and that additional funding, if required, is allocated by the City Council. This Agreement may be extended by the City for three (3) additional one-year terms.

**C. Termination for Convenience.** A Party may terminate this Agreement at any time during the term of the Agreement by giving the other Party written notice of the termination at least thirty (30) calendar days before the intended date of termination. The City may allow the RTA to be reimbursed for costs reasonably incurred prior to termination that were not made in anticipation of termination and cannot be cancelled and only for costs incurred in the performance of RTA's obligations under this Agreement, subject to the limitations set forth in Article IV - Funding.

**D. Termination for Cause.** The City may terminate this Agreement immediately for cause by sending written notice to the RTA. "Cause" includes without limitation any failure to perform any obligation or abide by any condition of this Agreement or the failure of any representation or warranty in this Agreement. If a termination for cause is subsequently challenged in a court of law and the Challenging Party prevails, the termination will be deemed to be a termination for convenience effective thirty (30) days from the date of the original written notice of termination for cause was sent to the Challenging Party; no further notice will be required. The City may allow the RTA to be reimbursed for costs reasonably incurred prior to termination that were not made in anticipation of termination and cannot be cancelled and only for costs incurred in the performance of RTA's obligations under this Agreement, subject to the limitations set forth in Article IV - Funding.

**E. Termination for Non-Appropriation.** This Agreement will terminate immediately in the event of non-appropriation of funds sufficient to maintain this Agreement without the requirement of notice, and the City will not be liable for any amounts beyond the funds appropriated and encumbered for this Agreement.

**F. Remedies for Federal Non-Compliance.** If the RTA fails to comply with any applicable Federal statutes, regulations, or the terms and conditions of the Grant Award, the City, through the Departments, may impose additional conditions, as described in 2 CFR §200.208: *Specific Conditions*. If the City determines that noncompliance cannot be remedied by imposing additional conditions, then the City or Treasury make take one or more of the following actions, as appropriate under the circumstances, (1) temporarily withhold cash payments pending correction of the deficiency by the non-Federal entity (the "RTA") or more severe enforcement action by the Federal awarding agency or pass-through entity, (2) disallow, that is, deny both use of funds and any applicable reimbursement credit, for all or part of the cost of activities or actions not in compliance, (3) initiate suspension or debarment proceedings as authorized under 2 CFR 180 and Federal awarding agency regulations (or, in the case of a pass-through entity, recommend such a proceeding be initiated by the Federal awarding agency), (4) withhold further Federal

awards for the project or program, (5) wholly or partly suspend or terminate the Federal award, and/or (6) take other remedies that may be legally available.

#### **ARTICLE VI - MAINTENANCE AND MONITORING OF RECORDS**

A. **Maintenance of Records.** The RTA agrees to maintain all records of all expenditures of funds provided to it by the City in accordance with 2 CFR § 200.334 for **five (5) years** from the official date of the closeout of the grant. If any litigation, claims, or audits begin prior to the expiration of the five-year period, then the records must be maintained until all litigation, claims, and audit findings involving the records have been resolved and final action taken. Records are to be maintained separately for each project undertaken by the RTA, and the records for each project will be maintained by the RTA in such a manner that the funding sources used in each project will be accounted for separately. The aforementioned classification of funds expended will be further itemized by the “funding year” associated with the funds. The RTA hereby agrees to maintain, for the City’s review, all records relating to the creation, development, and set-up of ARP projects and the expenditure of ARP funds, itemized for each ARP-funded project undertaken.

B. **Monitoring of Records.** The RTA acknowledges the responsibility of the City to monitor its performance and all records relating to projects implemented by the RTA with ARP funds. The RTA hereby acknowledges its responsibility to provide the City, upon reasonable demand, with all records relating to ARP-funded projects implemented by the RTA and hereby agrees to assist the City in reviewing projects undertaken by the RTA with ARP funds. The aforementioned records will be made available at times reasonable to both the RTA and the City, and the RTA’s records will be reviewed by the City no less than annually.

#### **ARTICLE VII - INDEMNITY**

A. To the fullest extent permitted by law, the RTA will indemnify, defend, and hold harmless the City, its agents, employees, officials, insurers, self-insurance funds, and assigns (collectively, the “**Indemnified Parties**”) from and against any and all claims, demands, suits, and judgments of sums of money accruing against the Indemnified Parties: for loss of life or injury or damage to persons or property arising from or relating to any act or omission or the operation of the RTA, its agents or employees while engaged in or in connection with the discharge or performance of any Services under this Agreement; and for any and all claims and/or liens for labor, services, or materials furnished to the RTA in connection with the performance of work under this Agreement.

B. **Limitation.** RTA’s indemnity does not extend to any loss arising from the gross negligence, negligence, or willful misconduct of any of the Indemnified Parties, provided that neither the RTA nor any of its agents or employees contributed to such gross negligence, negligence, or willful misconduct.

C. **Independent Duty.** The RTA has an immediate and independent obligation to, at the City's option: (1) defend the City from or (2) reimburse the City for its costs incurred in the defense of any claim that actually or potentially falls within this indemnity, even if: (a) the allegations are or may be groundless, false, or fraudulent; or (b) the RTA is ultimately absolved from liability.



**D. Expenses.** Notwithstanding any provision to the contrary, the RTA shall bear the expenses including, but not limited to, the City's reasonable attorney fees and expenses, incurred by the City in enforcing this indemnity.

## **ARTICLE VIII - INSURANCE**

**A.** The Contractor shall retain the right to self-insure for any and/or all the required insurance coverages. The Contractor shall be able to meet the specific policy limits of liability, referenced below, through a combination of primary and umbrella /excess coverage.

**B.** Except as otherwise noted, at all times during this Agreement or the performance of work required by this Agreement, the RTA will maintain its insurance in full force and effect for the duration of the work under this Agreement. Evidence of coverage shall be provided prior to the start of any activities/work in conjunction with the RTA's scope of work under the Agreement. If the RTA maintains broader coverage and/or higher limits than the minimums shown below, the City shall be entitled to the broader coverage and/or the higher limits maintained by the RTA. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

**C. Minimum Requirements.**

1. Workers' Compensation & Employers' Liability Insurance in compliance with the *Louisiana Workers' Compensation Act(s)*. Statutory and Employers' Liability Insurance with limits not less than \$1,000,000.00.

2. Commercial General Liability Insurance including contractual liability insurance, products and completed operations, personal & advertising injury, bodily injury, property damage, and any other type of liability for which this Agreement applies with limits of liability not less than \$1,000,000.00 each occurrence / \$2,000,000.00 policy aggregate.

3. Automobile Liability Insurance with a combined single limit of liability not less than \$500,000.00 per accident for bodily injury and property damage. Insurance shall include all owned, non-owned, and hired vehicles.

**D.** The RTA shall be able to meet the above-referenced specific policy limits of liability through a combination of primary and umbrella / excess coverage.

**E. Important Note.** The obligations for the RTA to procure and maintain insurance shall not be construed to waive nor restrict other obligations. It is understood that neither failure to comply nor full compliance with the foregoing insurance requirements shall limit or relieve the RTA from any liability incurred as a result of their activities/operations in conjunction with the RTA's obligations and/or scope of work.

**F. Additional Insured Status.** The RTA and all subcontractors, where applicable, will provide and maintain current, a certificate of insurance, naming the City of New Orleans, its departments, political subdivisions, officers, officials, employees, and volunteers as "Additional Insureds," covered on the Commercial General Liability policy with respect to liability arising out of the performance of this Agreement. Commercial General Liability insurance can be provided in the form of an endorsement to the RTA's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 if later revisions are used). The Additional Insured Box shall be marked "Y" for Commercial General Liability coverage, and the Subrogation Waiver Box must be marked "Y" for Workers' Compensation / Employers' Liability and Property coverage.

**G.** The RTA shall require and verify that all subcontractors, where applicable, maintain insurance and coverage meeting all the requirements stated herein or that the RTA shall cover subcontractor liability. The certificate of insurance, as evidence of all required coverage, should name the City of New Orleans Risk Manager as "Certificate Holder" and be delivered via U.S. Mail to the Chief Administrative Office, 1300 Perdido Street, Suite 9E06, New Orleans, LA 70112, with a copy forwarded to Risk Management Division, 1300 Perdido Street, Suite 9E06 – City Hall, New Orleans, LA 70112.

**H.** For any claims related to this Agreement, the RTA's insurance coverage shall be primary insurance with respect to the City, its departments, political subdivisions, officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City shall not contribute to the RTA's coverage.

**I. Claims Made Policies.** If applicable, the retroactive date must be shown before the date of the Agreement or the beginning of work. If the coverage is cancelled or non-renewed and not replaced with another claims made policy, the RTA must purchase "extended reporting" coverage for a minimum of three (3) years after the termination of this Agreement.

**J. Waiver of Subrogation.** The RTA and its insurers agree to waive any right of subrogation that any insurer may acquire against the City by virtue of the payment of any loss under the insurance required by this Agreement.

**K. Notice of Cancellation.** Each insurance policy required above shall provide that coverage shall not be cancelled, allowed to expire, nor altered without prior notice to the City of at least thirty (30) days.

**L. Acceptability of Insurers.** Insurance is to be placed with insurers licensed and authorized to do business in the State of Louisiana with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the City.

**M. Notice.** Within ten (10) calendar days of the City's request, the RTA will provide the following documents to the City of New Orleans at City of New Orleans, Attn: Risk Manager, 1300 Perdido Street, Suite 9E06, New Orleans, LA 70112 – Ref.: Zero Transit Fare CEA: copies of all policies of insurance, including all policies, forms, and endorsements. Without notice from the City, the RTA will (1) replenish any policy aggregate limit that is impaired before commencement of any work or continuation of any work under this Agreement, and (2) substitute its insurance coverage with coverage acceptable to the City within thirty (30) days, if any insurance company providing any insurance with respect to this Agreement is declared bankrupt, becomes insolvent, loses the right to do business in Louisiana, or ceases to meet the requirements of this Agreement.

**N. Special Risks or Circumstances.** The City of New Orleans shall reserve the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer coverage, or other circumstances.

## **ARTICLE IX - PERFORMANCE MEASURES**

**A. Factors.** The City will measure the performance of the RTA according to the following non-exhaustive factors: work performed in compliance with the terms of the Agreement; staff availability; staff training; staff professionalism; staff experience; customer service; communication and accessibility; prompt and effective correction of situations and conditions; and



timeliness and completeness of submission of requested documentation (such as records, receipts, invoices, insurance certificates, and computer-generated reports).

**B. Failure to Perform.** If the RTA fails to perform according to the Agreement, the City will notify the RTA. If there is a continued lack of performance after notification, the City may declare the RTA in default and may pursue any appropriate remedies available under the Agreement and/or any applicable law. In the event of a notification of default, the City will seek full recovery from the RTA.

#### **ARTICLE X - NON-DISCRIMINATION**

**A. Equal Employment Opportunity.** In all hiring or employment made possible by, or resulting from this Agreement, the RTA (1) will not discriminate against any employee or applicant for employment because of race, color, religion, sex, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry, and (2) where applicable, will take affirmative action to ensure that the RTA's employees are treated during employment without regard to their race, color, religion, sex, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry. This requirement shall apply to, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry.

**B. Non-Discrimination.** In the performance of this Agreement, the RTA will not discriminate on the basis, whether in fact or perception, of a person's race, color, creed, religion, national origin, ancestry, age, sex, gender, sexual orientation, gender identity, domestic partner status, marital status, physical or mental disability, or AIDS- or HIV-status against (1) any employee of the City working with the RTA in any of the RTA's operations within Orleans Parish or (2) any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations operated by the RTA. The RTA agrees to comply with and abide by all applicable federal, state, and local laws relating to non-discrimination, including, without limitation, *Title VI*, and *Title VII of the Civil Rights Act of 1964*, *Section V of the Rehabilitation Act of 1973*, and *the Americans with Disabilities Act of 1990*.

**C. Incorporation into Subcontracts.** The RTA will incorporate the terms and conditions of this Article into all subcontracts, by reference or otherwise, and will require all subcontractors to comply with those provisions.

**D.** The City may terminate this Agreement for cause if the RTA fails to comply with any obligation in this Article, which failure is a material breach of this Agreement.

#### **ARTICLE XI - INDEPENDENT ENTITY**

**A. Independent Entity Status.** The RTA is an independent entity and shall not be deemed an employee, servant, agent, partner, or joint venture of the City and will not hold itself nor any of its employees, subcontractors, or agents to be an employee, partner, or agent of the City.

**B. Exclusion of Worker's Compensation Coverage.** The City will not be liable to the RTA, as an independent contractor as defined in *La. R.S. 23:1021(7)*, for any benefits or coverage

as provided by the *Workmen's Compensation Law of the State of Louisiana*. Under the provisions of *La. R.S. 23:1034*, any person employed by the RTA will not be considered an employee of the City for the purpose of Worker's Compensation coverage.

**C. Exclusion of Unemployment Compensation Coverage.** The RTA, as an independent contractor, is being hired by the City under this Agreement for hire and defined in *La. R.S. 23:1472(12)(E)*, and neither the RTA nor anyone employed by it will be considered an employee of the City for the purpose of unemployment compensation coverage, which coverage same being hereby expressly waived and excluded by the Parties, because (1) the RTA has been and will be free from any control or direction by the City over the performance of the services covered by this Agreement; (2) the services to be performed by the RTA are outside the normal course and scope of the City's usual business; and (3) the RTA has been independently engaged in performing the services required under this Agreement prior to the date of this Agreement.

**D. Waiver of Benefits.** The RTA, as an independent contractor, will not receive from the City any sick and annual leave benefits, medical insurance, life insurance, paid vacations, paid holidays, sick leave, pension, or Social Security for any services rendered to the City under this Agreement.

## **ARTICLE XII - NOTICE**

**A. In General.** Except for any routine communication, any notice, demand, communication, or request required or permitted under this Agreement will be given in writing and delivered in person or by certified mail, return receipt requested as follows:

**1. To the City:**

Gilbert Montañó  
Chief Administrative Officer  
City of New Orleans  
1300 Perdido Street, Suite 9E06  
New Orleans, LA 70112

&

Sunae Villavaso, Director  
Mayor's Office of Workforce Development  
City of New Orleans  
1307 Oretha Castle Haley Blvd., Suite 3000  
New Orleans, LA 70113

&

Donesia D. Turner  
City Attorney  
City of New Orleans  
1300 Perdido Street, Suite 5E03  
New Orleans, LA 70112

**2. To RTA:**

Mark Chesnek

New Orleans Regional Transit Authority  
2817 Canal Street  
New Orleans, LA 70119

*With a copy to:*

Tracy L. Tyler  
General Counsel  
New Orleans Regional Transit Authority  
2817 Canal Street  
New Orleans, LA 70119

**B. Effectiveness.** Notices are effective when received, except any notice that is not received due to the intended recipient's refusal or avoidance of delivery. If the intended recipient refuses or avoids delivery, then the date of the first attempted delivery will be deemed the date of receipt.

**C. Notification of Change.** Each Party is responsible for notifying the other in writing that references this Agreement of any changes in its address(es) set forth above.

### **ARTICLE XIII - ADDITIONAL PROVISIONS**

**A. Amendment.** No amendment of or modification to this Agreement shall be valid unless and until executed in writing by the duly authorized representatives of both Parties to this Agreement.

**B. Assignment.** This Agreement and any part of the RTA's interest in it are not assignable nor transferable without the City's prior written consent.

**C. Choice of Law.** This Agreement will be construed and enforced in accordance with the laws of the State of Louisiana without regard to its conflict of laws provisions.

**D. Construction of Agreement.** Neither Party will be deemed to have drafted this Agreement. This Agreement has been reviewed by the Parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of the Parties. No term of this Agreement shall be construed or resolved in favor of or against the City or the Contractor on the basis of which Party drafted the uncertain or ambiguous language. The headings and captions of this Agreement are provided for convenience only and are not intended to have effect in the construction or interpretation of this Agreement. Where appropriate, the singular includes the plural and neutral words and words of any gender shall include the neutral and other gender.

**E. Entire Agreement.** This Agreement, including all incorporated documents, constitutes the final and complete agreement and understanding between the Parties. All prior and contemporaneous agreements and understandings, whether oral or written, are superseded by this Agreement and are without effect to vary or alter any terms or conditions of this Agreement.

**F. Exhibits.** The following documents are incorporated into this Agreement: *Memorandum of Understanding between Ride New Orleans, New Orleans Public Library, and the New Orleans Children and Youth Planning Board*, attached and incorporated herein as **Exhibit "A"** and the *Federal Compliance Provisions*, attached and incorporated herein as **Exhibit "B"**. If any Exhibit differs, in whole or in part, with this Agreement, the higher standard, and the longer timeline, etc., shall prevail, unless the Parties mutually agree otherwise.



**G. Jurisdiction.** The RTA consents and yields to the jurisdiction of the State Civil Courts of the Parish of Orleans and formally waives any pleas or exceptions of jurisdiction on account of the residence of the RTA.

**H. Limitations of the City's Obligations.** The City has no obligations not explicitly set forth in this Agreement, in any incorporated documents, or expressly imposed by law.

**I. No Third-Party Beneficiaries.** This Agreement is entered into for the exclusive benefit of the Parties, and the Parties expressly disclaim any intent to benefit anyone not a Party to this Agreement.

**J. Non-Solicitation Statement.** The RTA has not employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement. The RTA 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 Agreement.

**K. Non-Waiver.** The failure of either Party to insist upon strict compliance with any provision of this Agreement, to enforce any right or to seek any remedy upon discovery of any default or breach of the other Party at such time as the initial discovery of the existence of such noncompliance, right, default, or breach shall not affect nor constitute a waiver of either Party's right to insist upon such compliance, exercise such right or seek such remedy with respect to that default or breach or any prior contemporaneous or subsequent default or breach.

**L. Order of Documents.** In the event of any conflict between the provisions of this Agreement, any incorporated documents, the terms and conditions of the documents will apply in this order: Exhibit "B"; Agreement; Exhibit "A".

**M. Ownership Interest Disclosure.** The RTA will provide the City with a sworn affidavit listing all natural or artificial persons with an ownership interest in the RTA and stating that no other person holds an ownership interest in the RTA via a counter letter. For the purposes of this provision, an "ownership interest" shall not be deemed to include ownership of stock in a publicly traded corporation or ownership of an interest in a mutual fund or trust that holds an interest in a publicly traded corporation. If the RTA fails to submit the required affidavit, the City may, after thirty (30) days' written notice to the RTA, take such action as may be necessary to cause the suspension of any further payments until such the required affidavits are submitted.

**N. Ownership of Records.** All records, reports, documents, and other material delivered or transmitted to the RTA by the City, shall remain the property of the City, and shall be returned by the RTA to the City, at the termination or expiration of this Agreement. All work product, including records, reports, documents, or other material related to this Agreement and/or obtained or prepared by the RTA in connection with performance of the services contracted for herein, shall become the property of the City, and shall, upon request, be returned by the RTA to the City at the termination or expiration of this Agreement. The City shall not be restricted in any way whatsoever in the use of such material. The Office of Inspector General may request said records and work product that relate to this Agreement in accordance with *City Code §2-1120*.

**O. Prohibition of Financial Interest in Agreement.** No elected official nor employee of the City shall have a financial interest, direct or indirect, in this Agreement. For purposes of this provision, a financial interest held by the spouse, child, or parent of any elected official or employee of the City shall be deemed to be a financial interest of such elected official or employee of the City. Any willful violation of this provision, with the expressed or implied knowledge



of the RTA, shall render this Agreement voidable by the City and shall entitle the City to recover, in addition to any other rights and remedies available to the City, all monies paid by the City to the RTA pursuant to this Agreement without regard to the RTA's otherwise satisfactory performance of the Agreement.

**P. Prohibition on Political Activity.** None of the funds, materials, property, or services provided directly or indirectly under the terms of this Agreement shall be used in the performance of this Agreement for any partisan political activity, or to further the election or defeat of any candidate for public office.

**Q. Remedies Cumulative.** No remedy set forth in the Agreement or otherwise conferred upon or reserved to any Party shall be considered exclusive of any other remedy available to a Party. Rather, each remedy shall be deemed distinct, separate, and cumulative and each may be exercised from time to time as often as the occasion may arise or as may be deemed expedient.

**R. Severability.** Should a court of competent jurisdiction find any provision of this Agreement to be unenforceable as written, the unenforceable provision should be reformed, if possible, so that it is enforceable to the maximum extent permitted by law. If reformation is not possible, then the unenforceable provision shall be fully severable. The remaining provisions of the Agreement shall remain in full force and effect and shall be construed and enforced as if the unenforceable provision was never a part of the Agreement.

**S. Special Conditions for Agreements with Contractors using ARP Funds.** The *Federal Compliance Provisions*, attached as Exhibit "B" to this Agreement, are expressly incorporated into this Agreement and effective immediately, as the City has indicated that it will or may seek ARP Program funding from Treasury in connection with the Services to be performed under this Agreement. The RTA shall attest to and acknowledge Exhibit "B", by affixing its signature on the last page of Exhibit "B", which is required for agreements with compensation that exceed \$100,000.00.

**T. Subcontractor Reporting.** Upon the City's request, the RTA will provide a list of all natural or artificial persons who are retained by the RTA at the time of the Agreement's execution and who are expected to perform work as subcontractors in connection with the RTA's work for the City. For any subcontractor proposed to be retained by the RTA to perform work on the Agreement with the City, the RTA must provide notice to the City within thirty (30) days of retaining that subcontractor. If the RTA fails to submit the required lists and notices, the City may, after thirty (30) days' written notice to the RTA, take any action it deems necessary, including, without limitation, causing the suspension of any payments, until the required lists and notices are submitted.

**U. Survival of Certain Provisions.** All representations and warranties and all obligations concerning record retention, inspections, audits, ownership, insurance, indemnification, payment, remedies, jurisdiction, and choice of law shall survive the expiration, suspension, or termination of this Agreement and continue in full force and effect.

**V. Terms Binding.** The terms and conditions of this Agreement are binding on any heirs, successors, transferees, and assigns.

## **ARTICLE XIV - COUNTERPARTS**

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original copy of this Agreement, but all of which, when taken together, shall

constitute one and the same agreement.

**ARTICLE XV - ELECTRONIC SIGNATURE AND DELIVERY**

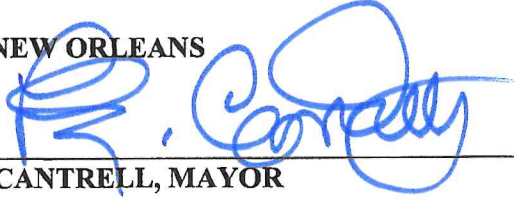
The Parties agree that a manually signed copy of this Agreement and any other document(s) attached to this Agreement delivered by email shall be deemed to have the same legal effect as delivery of an originally signed copy of this Agreement. No legally binding obligation shall be created with respect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

**[SIGNATURES CONTAINED ON THE NEXT PAGE]**

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

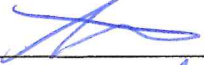
IN WITNESS WHEREOF, the City and the RTA, through their duly authorized representatives, execute this Agreement.

CITY OF NEW ORLEANS

BY:   
LATOYA CANTRELL, MAYOR

Executed on this 26<sup>th</sup> of November, 2024.

FORM AND LEGALITY APPROVED:  
LAW DEPARTMENT

BY: 

PRINTED NAME: Andrew Gregorich

NEW ORLEANS REGIONAL TRANSIT AUTHORITY

BY:   
LONA EDWARDS HANKINS, CHIEF EXECUTIVE OFFICER

FEDERAL TAX I.D.

[EXHIBITS FOLLOW ON THE NEXT PAGE]

## **Memorandum of Understanding**

### **City of New Orleans Opportunity Youth Zero Fare Pilot Program**

This Memorandum of Understanding (MOU) between **Ride New Orleans ("RIDE")**, the **New Orleans Public Library ("NOPL" or "Library")** and the **New Orleans Children and Youth Planning Board ("NOLA CYPB")** is entered into effective this date, 03/07/2024 for the completion of activities for the New Orleans Youth Zero Fare (Opportunity Pass) Pilot Program. This program will result in the completion of a pilot program to study the benefits of zero-fare transit for Orleans Parish residents from ages 16-24.

In 2023, the City of New Orleans created a Youth Fare Transportation fund for the purpose of funding "programs executed by the New Orleans RTA that provide free public transit for our youth," and has made a one-time allocation of \$2.5 million from American Rescue Plan funds for the program. These funds are being used to support a one-year pilot program that will make free RTA passes available to Orleans Parish residents aged 16-24, which is anticipated to launch in the Summer of 2024. The purpose of the pilot program is to learn from participants and gather detailed data that will support the design and implementation of a permanent program.

The pilot program will be administered through a partnership between the Regional Transit Authority, New Orleans Public Library, Ride New Orleans, and NOLA CYPB:

- The NOLA Public Library will administer the program and oversee enrollment and pass distribution.
- Ride New Orleans will assist with program development, administration, and outreach and will oversee impact assessment and reporting.
- NOLA CYPB would assist with program development and OY provider outreach.
- The Regional Transit Authority will provide ridership/financial data to facilitate program development, coordinate the fare media being used for the pilot through the Le Pass app, and release data on pass usage.

### **I. Purpose and Terms**

The purpose of this agreement is to establish an agreement among RIDE, NOPL, and NOLA CYPB concerning their respective roles and responsibilities for implementation of certain activities which are part of the overall Zero Fare Pilot Program. The terms of this agreement are contingent upon:

- The execution of a Cooperative Endeavor Agreement (CEA) between **Ride New Orleans** and the **City of New Orleans** to undertake the activities described in the agreement.
- The execution of a Cooperative Endeavor Agreement (CEA) between the **Regional Transit Authority** and the **City of New Orleans** to undertake the activities described in the agreement.



## **II. Period of Agreement**

This agreement is for a period of two years. The agreement becomes effective upon the signing of all parties to this agreement. This agreement may be modified, renewed or extended upon the written consent of all parties.

## **III. Activities and Funding**

### ***A. Project Activities and Tasks***

- **Task 1** is project management, running from approximately January 2024 to the conclusion of the project in December 2025.
- **Task 2** is program design, envisioned to run from January to April 2024, where the details of the project will be finalized.
  - Task 2 also includes the development of materials such as training guides that will be used for task 3.
- **Task 3** is training and implementation, anticipated to run from April to June 2024 in preparation for the one-year year pilot.
- **Task 4** is marketing and outreach, anticipated to run from April 2024 to December 2024.
- **Task 5** is program administration, involving the day-to-day management of the program by the library, including signing people up, reporting data on program usage, and billing the city for fare reimbursements.
- **Task 6** is evaluation and data reporting, an assessment of the program's success and participant involvement.

### ***B. Project Timeline***

The zero fare pilot is anticipated to run for a period of one year and to launch publicly in July 2024 and conclude in June 2025. This timeline is subject to the execution of all agreements described in Part I at least 90 days prior to the initiation of Task 5. The launch date and/or duration of the pilot program may be modified with the written agreement of all parties.

1. Project management (January 2024 - December 2025)
2. Program design (January - April 2024)
3. Training and implementation (April - September 2024)
4. Marketing and outreach (April - December 2024)
5. Program administration (July 2024 - June 2025)
6. Evaluation and data reporting (July 2024 - December 2025)

### ***C. Roles and Responsibilities of undersigned parties***

Ride New Orleans, the New Orleans Public Library, and NOLA CYPB will be responsible for the following activities:

The New Orleans Public Library (NOPL) will be the primary administrator for enrolling participants. The Library will be responsible for the following activities:

- Participate in regular project management meetings during the program development phase (anticipated to occur monthly during the project development phase and quarterly thereafter.)
- Distribute instructional materials and information to program participants.
- Administer in-person sign-ups for the Zero Fare pilot at all 15 library locations.
- Distribute program information to participants during the sign-up process.
- Collect intake questionnaire information from program participants, and maintain such information in a shared spreadsheet as part of program administration.
- Collaborate with marketing and outreach efforts through the library website, social media, and other channels.

Ride New Orleans will be responsible for the following activities:

- Convene and lead regular project management meetings during the program development phase, anticipated to occur monthly during the project development phase and quarterly thereafter.
- Develop an intake questionnaire for enrolling zero fare pilot participants. The intake questionnaire will collect sign-up and demographic information to be jointly approved by RIDE and NOPL with input from other project partners.
- Lead development of instructional materials and information for program participants, with input from other project partners.
- Lead development of training and outreach materials for project partners and Opportunity Youth service providers.
- Hire and train three (3) opportunity youth ambassadors to oversee youth engagement and education activities associated with the pilot, and to assist with pilot troubleshooting and implementation.
- Develop and administer a paid, quarterly panel survey of opportunity youth pilot participants to assess program impacts.
- During the program administration phase of the project, provide quarterly reporting to the City and other partners regarding project status, enrollment, program usage.
- In collaboration with NOLA CYPB, co-create the final results report for the pilot program that aligns with the Youth Master Plan and is useful toward policy and sustainability.

NOLA CYPB will be responsible for the following activities:

- Co-create operational plan for pilot program implementation
- Troubleshoot and monitor plan implementation to ensure successes

- Follow-up and feedback across relevant audiences to inform successes and course-corrections
- Hold agenda for pilot planning and implementation updates, invitations, and results in existing standing OY Provider meetings, and convene additional meetings as needed
- Advance and monitor pilot program through trusted relationships with OY Provider Community
- Co-create results report for pilot program that aligns with the Youth Master Plan and is useful toward policy and sustainability.

All parties will provide access to relevant data and findings gained through the project activities.

#### *D. Roles and Responsibilities of other partners*

The City of New Orleans will be responsible for the following activities:

- Participate in regular project management meetings during the program development phase (anticipated to occur monthly during the project development phase and quarterly thereafter.)
- Assist with program design and administration to ensure compliance with applicable City regulations and American Rescue Plan requirements.
- Provide necessary reporting to the Federal government on ARP funds usage
- Assist with promotion and outreach of the zero fare pilot program through City websites, social media, and other channels
- Reimburse the Regional Transit Authority for fare revenue based on the agreed-upon fare structure.
- Reimburse other parties for documented administrative outreach and marketing costs included in the budget.

The Regional Transit Authority will supply passes for the Zero Fare pilot through the Le Pass app. The RTA will be responsible for the following activities:

- Participate in regular project management meetings during the program development phase (anticipated to occur monthly during the project development phase and quarterly thereafter.)
- Develop an appropriate fare media option through the Le Pass app which:
  - Allows NOPL to enroll participants in the Zero Fare pilot program
  - Allows tracking of actual usage by pilot participants
- Collect and report usage data for program participants
- Invoice the City of New Orleans to reimburse fare revenue.
- Respond to technical questions and provide information to the project team regarding Le Pass.
- Provide access to relevant data on pass usage as needed
- Assist with program promotion through the RTA website and social media.



#### ***E. Funding***

There will be no exchange of funds between RIDE, NOLA CYPB, and NOPL for the purposes of this project. It is anticipated that program development, outreach and administration expenses incurred by NOLA CYPB and RIDE will be compensated by the City of New Orleans up to the amounts described in **Appendix A (NOLA CYPB Budget)** and **Appendix B (Ride New Orleans Budget)**.

It is anticipated that the RTA will invoice the City for participants enrolled in the program under a billing structure to be determined in agreement with the City of New Orleans. It is anticipated that the program will be billed on a per-ride basis using a fare capping structure. For 19-24 riders, the RTA will be reimbursed \$1.25 per ride, up to a maximum reimbursement of \$3 per day, \$45 per month. For 16-18 riders, the RTA will be reimbursed \$0.50 per ride, up to a maximum of \$1 per day and \$18 per month.

#### **IV. Project Coordination and Decision Making**

RIDE, NOPL, and NOLA CYPB will attend regular project coordination meetings, and adhere to the commitments made in project meetings in support of the project outcomes.

#### **V. Data Sharing & Confidentiality**

The parties agree to share necessary data and information relevant to the program for the purpose of achieving the program objectives.

Both parties acknowledge the sensitive nature of program participant data gathered during the pilot and agree to maintain confidentiality. Confidential information shall not be disclosed to third parties without prior written consent from all parties.

#### **VI. Conflict Resolution**

In the event of conflicts or disputes arising during the collaboration, the parties agree to engage in constructive dialogue and mediation to seek resolution. If mediation fails to resolve the issue, the parties may seek assistance from a mutually agreed-upon third party or seek legal counsel as a last resort.

#### **VII. Termination**

This Memorandum of Understanding may be terminated by mutual agreement of both parties or by either party upon providing written notice to the other party at least thirty (30) days in advance. Termination shall not affect the rights and obligations accrued prior to the termination date.

Upon receipt of written notice of termination, both parties shall engage in good faith efforts to conclude outstanding activities and responsibilities in an orderly manner. All property,



documents, and records shall be returned to their respective owners, and both parties shall fulfill any outstanding obligations prior to the termination date.

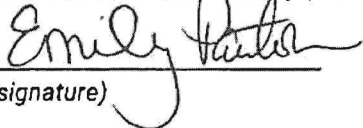
### VIII. Authorization

By signing this document, the undersigned parties agree to the responsibilities described in this MOU.

#### Ride New Orleans (RIDE)

|                                                                                                           |                                                                                     |                               |
|-----------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|-------------------------------|
| <br>_____<br>(signature) | Courtney Jackson,<br>Executive Director<br>_____<br>(representative name and title) | 03/07/2024<br>_____<br>(date) |
|-----------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|-------------------------------|

#### New Orleans Public Library (NOPL)

|                                                                                                            |                                                                                |                             |
|------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------|-----------------------------|
| <br>_____<br>(signature) | Emily Panton<br>Executive Director<br>_____<br>(representative name and title) | 3/7/2024<br>_____<br>(date) |
|------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------|-----------------------------|

#### New Orleans Children and Youth Planning Board (NOLA CYPB)

|                                                                                                             |                                                                                |                               |
|-------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------|-------------------------------|
| <br>_____<br>(signature) | Karen Evans,<br>Executive Director<br>_____<br>(representative name and title) | 03/07/2024<br>_____<br>(date) |
|-------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------|-------------------------------|

## Appendix A - NOLA CYPB Budget:

### ZERO FARE TRANSIT PILOT PROGRAM IMPLEMENTATION (2024)

| Deliverable Description                                                                                                                                                                                                                                                                                                        | Budget Narrative                                                                                                     | Total Cost             |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------|------------------------|
| <b>THOUGHT PARTNERSHIP</b>                                                                                                                                                                                                                                                                                                     |                                                                                                                      |                        |
| <ul style="list-style-type: none"> <li>Co-create operational plan for pilot program implementation</li> <li>Troubleshoot and monitor plan implementation to ensure successes</li> <li>Follow-up and feedback across relevant audiences to inform successes and course-corrections</li> </ul>                                   | 8 hours / month of CYPB Team time x CYPB Team rate of \$90/hour x 10 months total +<br><br>26% of CYPB Team Benefits | \$7,200<br><br>\$1,872 |
| <b>Thought Partnership Subtotal:</b>                                                                                                                                                                                                                                                                                           |                                                                                                                      | <b>\$9,072</b>         |
| <b>ACCESS, INFO &amp; RELATIONSHIP CONVENERS FOR OPPORTUNITY YOUTH (OY) PROVIDERS</b>                                                                                                                                                                                                                                          |                                                                                                                      |                        |
| <ul style="list-style-type: none"> <li>Hold agenda for pilot planning and implementation updates, invitations, and results in existing standing OY Provider meetings, and convene additional meetings as needed</li> <li>Advance and monitor pilot program through trusted relationships with OY Provider Community</li> </ul> | 2 hours / month of CYPB Team time x CYPB Team rate of \$90/hour x 10 months total +<br><br>26% of CYPB Team Benefits | \$1,800<br><br>\$468   |
| <b>Access, Info &amp; Relationship Conveners for OY Participants Subtotal:</b>                                                                                                                                                                                                                                                 |                                                                                                                      | <b>\$2,268</b>         |
| <b>METRICS &amp; EVALUATION</b>                                                                                                                                                                                                                                                                                                |                                                                                                                      |                        |
| <ul style="list-style-type: none"> <li>Co-create results report for pilot program that aligns with the Youth Master Plan and is useful toward policy and sustainability</li> </ul>                                                                                                                                             | 75 hours total of contracted CYPB Data Lead time at rate of \$45/hour                                                | \$3,375                |
| <b>Metrics and Evaluation Subtotal:</b>                                                                                                                                                                                                                                                                                        |                                                                                                                      | <b>\$3,375</b>         |
| <b>PROGRAM TOTAL:</b>                                                                                                                                                                                                                                                                                                          |                                                                                                                      | <b>\$14,715</b>        |

## Appendix B - Ride New Orleans Budget:

### ZERO FARE TRANSIT PILOT PROGRAM IMPLEMENTATION (2024)

| Deliverable Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Budget Narrative                                                                                                                                                                                                        | Total Cost                          |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|
| <b>OPPORTUNITY YOUTH AMBASSADOR PROGRAM</b> <ul style="list-style-type: none"> <li>The Ambassador will serve as a part-time Opportunity Youth (OY) engagement specialist working directly with the Zero-Fare pilot team creating and participating in OY engagement. Ambassadors will facilitate youth engagement and education and lead outreach on Zero-Fare initiative.</li> </ul>                                                                                                                     | 3 opportunity youth ambassadors<br>x<br>60 hours / month per ambassador<br>x<br>8 months total                                                                                                                          | \$28,800                            |
| <b>Opportunity Youth Ambassador Program Subtotal:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                         | <b>\$28,800</b>                     |
| <b>PROJECT ADMINISTRATION AND OUTREACH</b> <ul style="list-style-type: none"> <li>Convene and lead regular project management meetings during the program development phase.</li> <li>Develop the sign-up questionnaire for OY pilot participants in collaboration with other partners.</li> <li>Lead development of training and outreach materials for project partners and Opportunity Youth service providers.</li> </ul>                                                                             | 20 hours / month of RIDE Team time<br>x<br>RIDE Team rate of \$108/hour<br>x<br>6 months total<br><br>Collateral and print costs for training and program outreach materials (2000 pages x \$0.75 per page color print) | \$12,960<br><br><br><br><br>\$1,500 |
| <b>Project Administration and Outreach Subtotal:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                         | <b>\$14,460</b>                     |
| <b>PROGRAM ADMINISTRATION AND EVALUATION</b> <ul style="list-style-type: none"> <li>Develop and administer a paid, quarterly panel survey of opportunity youth pilot participants to assess program impacts.</li> <li>Provide quarterly reporting to the City and other partners regarding project status, enrollment, program usage.</li> <li>Co-create the final results report for the pilot program that aligns with the Youth Master Plan and is useful toward policy and sustainability.</li> </ul> | 10 hours / month of RIDE Team time<br>x<br>RIDE Team rate of \$108/hour x<br>12 months total                                                                                                                            | \$12,960                            |
| <b>Program Administration and Evaluation Subtotal:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                         | <b>\$12,960</b>                     |
| <b>PROGRAM TOTAL:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                         | <b>\$56,220</b>                     |

**FEDERAL COMPLIANCE PROVISIONS  
FOR  
AGREEMENTS  
WITH  
SUBRECIPIENTS/CONTRACTORS  
  
FROM 2 CFR PART 200  
APPLICABLE TO ALL FEDERAL GRANTS.**

- 1. REMEDIES FOR NON-COMPLIANCE**
- 2. TERMINATION FOR CAUSE AND TERMINATION FOR CONVENIENCE**
- 3. EQUAL OPPORTUNITY ACT**
- 4. EQUAL OPPORTUNITY ACT FOR FEDERALLY ASSISTED CONSTRUCTION CONTRACTS**
- 5. DAVIS-BACON ACT**
- 6. LABOR STANDARDS PROVISIONS APPLICABLE TO CONTRACTS COVERING FEDERALLY FINANCED AND ASSISTED CONSTRUCTION**
- 7. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**
- 8. COPELAND "ANTI-KICKBACK" ACT**
- 9. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT**
- 10. CLEAR AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT**
- 11. DEBARMENT AND SUSPENSION**
- 12. BYRD ANTI-LOBBYING ACT**
- 13. PROCUREMENT OF RECOVERED MATERIALS**
- 14. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT**
- 15. DOMESTIC PREFERENCES FOR PROCUREMENT**
- 16. PROVISIONS REQUIRED BY LAW DEEMED INSERTED**
- 17. ACCESS TO RECORDS**
- 18. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS**
- 19. NO OBLIGATION BY FEDERAL GOVERNMENT**
- 20. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS**



**1. REMEDIES FOR NON-COMPLIANCE**

[See the body of the Agreement/Contract for this language.]

**2. TERMINATION FOR CAUSE AND TERMINATION FOR CONVENIENCE**

[See the body of the Agreement/Contract for this language.]

**3. EQUAL OPPORTUNITY ACT.**

- A. Except as otherwise provided under *41 CFR Part 60*, all non-exempt agreements/contracts and/or sub-subrecipient agreements/subcontracts that meet the definition of “federally assisted construction contract” in *41 CFR Part 60-1.3* shall include the equal opportunity clause provided under *41 CFR 60-1.4(b)*, in accordance with *Executive Order 11246*, “Equal Employment Opportunity” (*30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp.*, p. 339), as amended by *Executive Order 11375*, “Amending *Executive Order 11246* Relating to Equal Employment Opportunity,” and implementing regulations at *41 CFR Part 60*, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” By operation of the order, the equal opportunity clause shall be considered to be a part of every agreement/contract and sub-subrecipient agreement/subcontract required by the order and the regulations in this part to include a clause, whether or not it is physically incorporated in such agreements/contracts and whether or not the agreement/contract between the agency and the Subrecipient/Contractor is written. During the performance of this Agreement/Contract, the Subrecipient/Contractor agrees as follows:

(1) The Subrecipient/Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Subrecipient/Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Subrecipient/Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The Subrecipient/Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient/Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Subrecipient/Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such

employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Subrecipient/Contractor's legal duty to furnish information.

(4) The Subrecipient/Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Subrecipient's/Contractor's commitments under *Section 202 of Executive Order 11246 of September 24, 1965*, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Subrecipient/Contractor will comply with all provisions of *Executive Order 11246 of September 24, 1965*, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Subrecipient/Contractor will furnish all information and reports required by *Executive Order 11246 of September 24, 1965*, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his or her books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Subrecipient's/Contractor's non-compliance with the nondiscrimination clauses of this Agreement/Contract or with any of such rules, regulations, or orders, this Agreement/Contract may be canceled, terminated or suspended in whole or in part, and the Subrecipient/Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in *Executive Order 11246 of September 24, 1965*, and such other sanctions may be imposed and remedies invoked as provided in *Executive Order 11246 of September 24, 1965*, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Subrecipient/Contractor will include the provisions of paragraphs (A)(1) through (A)(8) in every sub-subrecipient agreement, subcontract, or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to *Section 204 of Executive Order 11246 of September 24, 1965*, so that such provisions will be binding upon each sub-subrecipient/subcontractor. The Subrecipient/Contractor will take such action with respect to any sub-subrecipient agreement, subcontract, or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided*, however, that in the event the Subrecipient/Contractor becomes involved in, or is threatened with, litigation with a sub-subrecipient/subcontractor as a result of such direction, the Subrecipient/Contractor may request the United States to enter into such litigation to protect the interests of the United States.

#### **4. EQUAL OPPORTUNITY ACT FOR FEDERALLY ASSISTED CONSTRUCTION CONTRACTS.**

A. The applicant hereby agrees that it will incorporate or cause to be incorporated into any

agreement/contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at *41 CFR Chapter 60*, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

**B. During the performance of this Agreement/Contract, the Subrecipient/Contractor agrees as follows:**

(1) The Subrecipient/Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Subrecipient/Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Subrecipient/Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Subrecipient/Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient/Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Subrecipient/Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Subrecipient's/Contractor's legal duty to furnish information.

(4) The Subrecipient/Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Subrecipient's/Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Subrecipient/Contractor will comply with all provisions of *Executive Order 11246 of September 24, 1965*, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Subrecipient/Contractor will furnish all information and reports required by *Executive Order 11246 of September 24, 1965*, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

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

(8) The Subrecipient/Contractor will include the language in Subsection (B) and the provisions of paragraphs (B)(1) through (B)(8) in every sub-subrecipient agreement, subcontract, or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to *Section 204 of Executive Order 11246 of September 24, 1965*, so that such provisions will be binding upon each sub-subrecipient/subcontractor. The Subrecipient/Contractor will take such action with respect to any sub-subrecipient agreement, subcontract, or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event a Subrecipient/Contractor becomes involved in, or is threatened with, litigation with a sub-subrecipient/subcontractor as a result of such direction by the administering agency, the Subrecipient/Contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

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

(11) The applicant further agrees that it will refrain from entering into any Agreement/Contract or contractual modification subject to *Executive Order 11246 of September 24, 1965*, with a Subrecipient/Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive



Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Subrecipients/Contractors and sub-subrecipients/subcontractors by the administering agency or the Secretary of Labor pursuant to *Part II, Subpart D of the Executive Order*.

(12) The applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

## **5. DAVIS-BACON ACT.**

### **A. (For prime construction contracts in excess of \$2,000.00)**

(1) Applicable agreements/contracts must comply with the *Davis Bacon Act*, as amended (40 U.S.C. 3141-3148). In accordance with the statute, Subrecipients/Contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Subrecipients/Contractors must be required to pay wages not less than once a week.

## **6. LABOR STANDARDS PROVISIONS APPLICABLE TO CONTRACTS COVERING FEDERALLY FINANCED AND ASSISTED CONSTRUCTION**

### **A. (For construction agreements/contracts (incl. alteration and/or repair, including painting and decorating) of a public building or public work, or building or work financed in whole or part from Federal funds.)**

#### **(1) *Minimum wages.***

- (i) ***Wage rates and fringe benefits.*** All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the *Copeland Act* (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Subrecipient/Contractor and such laborers and mechanics. The appropriate wage determinations are effective by operation of law even if they have not been attached to the Agreement/Contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the *Davis-Bacon Act* (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (A)(1)(viii) of this section; also, regular contributions made or costs incurred for more than a weekly

period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (A)(1)(iii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Subrecipient/Contractor and its sub-subrecipients/subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- (ii) ***Frequently recurring classifications.*** In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR Part 1, a wage determination may contain, pursuant to Part 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted to the paragraphs relating to conformance in this section, provided that:

- The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined.
- The classification is used in the area by the construction industry; and
- The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

The Administrator will establish wage rates for such classifications based on the proposed wage rate, including any bona fide fringe benefits, that bears a reasonable relationship to the wage rates contained in the wage determination. Work performed in such classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

***Conformance related provisions include paragraphs (A)(1)(iii)-(A)(1)(vi).***

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

- The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- The classification is used in the area by the construction industry; and
- The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

- (iv) If the Subrecipient/Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer by email to [DBAconformance@dol.gov](mailto:DBAconformance@dol.gov). The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within thirty (30) days of receipt and so advise the contracting officer or will notify the contracting officer within the thirty-day period that additional time is necessary.
- (v) In the event the Subrecipient/Contractor, the laborers, or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall, by email to [DBAconformance@dol.gov](mailto:DBAconformance@dol.gov), refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within thirty (30) days of receipt and so advise the contracting officer or will notify the contracting officer within the thirty-day period that additional time is necessary. The contracting officer must promptly notify the Subrecipient/Contractor of the action taken by the Wage and Hour Division under paragraphs (A)(1)(iv) and (A)(1)(v) of this section. The Subrecipient/Contractor must furnish a written copy of such determination to each affected worker, or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (A)(1)(iv) and (A)(1)(v) of this section must be paid to all workers performing work in the classification under this Agreement/Contract from the first day on which work is performed in the classification.
- (vi) ***Fringe Benefits Not Expressed as an Hourly Rate.*** Whenever the minimum wage rate prescribed in the agreement/contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Subrecipient/Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (vii) ***Unfunded Plans.*** If the Subrecipient/Contractor does not make payments to a trustee or other third person, the Subrecipient/Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the Subrecipient/Contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the *Davis-Bacon Act* have been met. The Secretary of Labor may require the Subrecipient/Contractor to set aside in a separate account asset for the meeting of obligations under the plan or program.



(viii) **Interest.** In the event of a failure to pay all or part of the wages required by the agreement/contract, the Subrecipient/Contractor will be required to pay interest on any underpayment of wages.

(2) **Withholding.** The Federal agency or the City of New Orleans may, upon its own action, or shall, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Subrecipient/Contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime Subrecipient/Contractor or any sub-subrecipient/subcontractor for the full amount of wages and monetary relief, including interest, required by the paragraphs in Subsection (A) of this section for violations of this Agreement/Contract, or to satisfy any such liabilities required by any other Federal agreement/contract, or federally assisted agreement/contract subject to *Davis-Bacon labor standards*, that is held by the same prime Subrecipient/Contractor (as defined in §5.2). The necessary funds may be withheld from the Subrecipient/Contractor under this Agreement/Contract, any other Federal Agreement/Contract with the same prime Subrecipient/Contractor, or any other Federally assisted Agreement/Contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime Subrecipient/Contractor, regardless of whether the other agreement/contract was awarded or assisted by the same agency, and such funds may be used to satisfy the Subrecipient/Contractor liability for which the funds were withheld. In the event of a Subrecipient's/Contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or development of the project under a development statute) all or part of the wages required by the Agreement/Contract, or upon the Subrecipient's/Contractor's failure to submit the required records as discussed in the paragraphs of this section relating to required disclosures and access, the Federal agency may on its own initiative and after written notice to the Subrecipient/Contractor, sponsor, applicant, owner, or other entity, as the case may be, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(i) **Priority to withheld funds.** The Department has priority to funds withheld or to be withheld in accordance with paragraph regarding withholding or the provisions relating to the *Contract Work Hours and Safety Standards Act*, or both, over claims to those funded by:

- A Subrecipient's/Contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- A contracting agency for its procurement costs;
- A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a Subrecipient/Contractor, or a Subrecipient's/Contractor's bankruptcy estate;
- A Subrecipient's/Contractor's assignee(s);
- A Subrecipient's/Contractor's successor(s); or
- A claim asserted under the *Prompt Payment Act*, 31 U.S.C. 3901-3907.

(3) **Records and Certified Payrolls.**



- (i) ***Basic Record Requirements.*** All regular payrolls and other basic records must be maintained by the Subrecipient/Contractor and any sub-subrecipient/subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least three (3) years after all the work on the prime Agreement/Contract is completed. Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis Bacon Act); daily and weekly number of hours actually worked in total and on each covered agreement/contract; deductions made; and actual wages paid. Whenever the Secretary of Labor has found under paragraph (A)(1)(vii) of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the Subrecipient/Contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Subrecipients/Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.
- (ii) ***Certified Payroll Requirements.*** The Subrecipient/Contractor or sub-subrecipient/subcontractor shall submit weekly, for each week in which any *DBA- or Related Acts*-covered work is performed, certified payrolls to the appropriate Federal agency, if the agency is a party to the Agreement/Contract, but if the agency is not a party, the Subrecipient/Contractor shall submit the certified payrolls to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the appropriate Federal agency. The prime Subrecipient/Contractor is responsible for the submission of all certified payrolls by all sub-subrecipients/subcontractors. A contracting agency or prime Subrecipient/Contractor may permit or require sub-subrecipients/subcontractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid signature; the system allows the Subrecipient/Contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least three (3) years after the work on the prime agreement/contract has been completed; and the contracting agency or prime Subrecipient/Contractor permits other methods of submission in situations where the Subrecipient/Contractor or the sub-subrecipient/subcontractor is unable or limited in its ability to use or access the electronic system. The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph (A)(3)(i) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for

each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime Subrecipient/Contractor to require a sub-subrecipient/subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime Subrecipient/Contractor for its own records, without weekly submission by the sub-subrecipient/subcontractor to the sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).

(iii) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Subrecipient/Contractor or sub-subrecipient/subcontractor or their agents who pays or supervises the payment of the persons employed under the Agreement/Contract and shall certify the following:

- That the certified payroll for the payroll period contains the information required to be provided under paragraph (A)(3)(ii) of this section, the appropriate information and basic records are being maintained under paragraph (A)(3)(i) of this section, and such information and records are correct and complete;
- That each laborer or mechanic (including each helper and apprentice) working on the Agreement/Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in *Regulations, 29 CFR Part 3*;
- That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the Agreement/Contract.

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

(v) **Signature.** The signature by the Subrecipient/Contractor, sub-subrecipient/subcontractor, or their agent(s) shall be an original handwritten signature or a legally valid electronic signature.

(vi) **Falsification.** The falsification of any of the above certifications may subject the Subrecipient/Contractor or sub-subrecipient/subcontractor to civil or criminal prosecution under *Section 1001 of Title 18* and *Section 31 U.S.C. 3729*.

(vii) The Subrecipient/Contractor or sub-subrecipient/subcontractor shall make the records required under paragraph (A)(3) of this section, and any other documents that the Federal Agency or the Department of Labor deems necessary to determine



compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the Federal agency or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Subrecipient/Contractor or sub-subrecipient/subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during the working hours on the job, the Federal agency may, after written notice to the Subrecipient/Contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to 29 CFR 5.12. In addition, any Subrecipient/Contractor or other person that fails to submit the required records or make those records available to WHD<sup>1</sup> within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR Part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the Subrecipient/Contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(viii) ***Agreements/Contracts, subrecipient agreements/subcontracts, and related documents.*** The Subrecipient/Contractor or sub-subrecipient/subcontractor shall maintain this Agreement/Contract or sub-subrecipient agreement/subcontract and related documents, including, without limitation, bids, proposals, amendments, modifications, and extensions. The Subrecipient/Contractor or sub-subrecipient/subcontractor shall preserve these agreements/contracts, sub-subrecipient agreements/subcontracts, and related documents during the course of the work and for a period of three (3) years after all the work on the prime Agreement/Contract is completed.

(ix) ***Required Disclosures and Access.*** The Subrecipient/Contractor or sub-subrecipient/subcontractor shall make the records required under paragraphs (A)(3)(i) through (A)(3)(viii) of this section, and any other documents that the Federal Agency or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by 29 CFR 5.1, available for inspection, copying, or transcription authorized representatives of the Federal Agency or the Department of Labor, and must permit such representatives to interview workers during working hours on the job. Paragraph (A)(3)(vii) of this section outlines the sanctions for non-compliance with records and worker access requirements. Subrecipients/Contractors and sub-subrecipients/subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and shall provide them upon request to the appropriate Federal Agency, if the agency is a party to the Agreement/Contract or to the Wage and Hour Division of the Department of Labor. If the Federal Agency is not

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<sup>1</sup> Department of Labor's Wage and Hour Division

such a party to the Agreement/Contract, the Subrecipient/Contractor, sub-subrecipient/subcontractor, or both, must upon request, provide the full Social Security number and last known address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the appropriate Federal agency, the Subrecipient/Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

**(4) *Apprentices and trainees -***

- (i) ***Apprentices.*** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (“OA”), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first ninety (90) days of probationary employment as an apprentice in such program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the Subrecipient/Contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved. Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify the fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails, for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination. The allowable ratio of apprentices to journeymen on the job site in any craft classification must not be greater than the ratio permitted to the Subrecipient/Contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project discussed below in this paragraph. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed, as stated earlier in this paragraph, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Subrecipient/Contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality, in which the construction is being performed shall be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio or wage rate specified in the Subrecipient/Contractor's or sub-subrecipient's/subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyworker hourly rate specified in the applicable



wage determination. The use of apprentices and journeyworkers under this part must be in conformity with the equal employment opportunity requirements of *Executive Order 11246*, as amended, and *29 CFR Part 30*.

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

**(5) Compliance with Copeland Act requirements.** The Subrecipient/Contractor shall comply with the requirements of *29 CFR Part 3*, which are incorporated by reference in this Agreement/Contract.

**(6) Subcontracts.** The Subrecipient/Contractor or sub-subrecipient/subcontractor shall insert in any sub-subrecipient agreements/subcontracts the clauses contained in Subsection (A), in their entirety, within this section and along with the applicable wage determination(s) and such other clauses or contract modifications as the appropriate Federal agency may by appropriate instructions require, and also a clause requiring the sub-subrecipients/subcontractors to include these clauses and wage determination(s) in any lower tier sub-subrecipient agreements/subcontracts. The prime Subrecipient/Contractor shall be responsible for the compliance by any sub-subrecipient/subcontractor or lower tier sub-subrecipient/subcontractor with all the contract clauses in *29 CFR 5.5*. In the event of any violations of these clauses, the prime Subrecipient/Contractor, and any sub-subrecipients/subcontractors responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier sub-subrecipients/subcontractors, and may be subject to debarment, as appropriate.

**(7) Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the Agreement/Contract, and for debarment as a Subrecipient/Contractor and a sub-subrecipient/subcontractor as provided in 29 CFR 5.12.

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

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

**(10) Certification of eligibility.**

- (i) By entering into this Agreement/Contract, the Subrecipient/Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Subrecipient/Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 41 U.S.C. 3144(b) or 29 CFR 5.12(a).
- (ii) No part of this Agreement/Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).
- (iii) The penalty for making false statements is prescribed in the *U.S. Criminal Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001*.

**(11) Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- (i) Notifying any Subrecipient/Contractor or sub-subrecipient/subcontractor of any conduct which the worker reasonably believes constitutes a violation of the *DBA, Related Acts*, in Part 5, or 29 CFR Part 1 or Part 3;
- (ii) Filing any complaint, initiating, or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the *DBA, Related Acts*, in Part 5, or 29 CFR Part 1 or Part 3;
- (iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under the *DBA, Related Acts*, in Part 5, or 29 CFR Part 1 or Part 3; or

- (iv) Informing any other person about their rights under the *DBA, Related Acts*, in *Part 5*, or *29 CFR Part 1* or *Part 3*.

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

A. (Where applicable, all agreements/contracts awarded by the non-Federal entity in excess of \$100,000.00 or covered by the Federal Acquisition Regulation by reference, subject to the overtime provisions of the *Contract Work Hours and Safety Standards Act* that involve the employment of mechanics or laborers must include a provision for compliance with *40 U.S.C. 3702* and *3704*, as supplemented by Department of Labor regulations (*29 CFR Part 5*.) The Agency Head must cause or require the contracting officer to insert the following clauses set forth in the paragraphs in this section in full. These clauses must be inserted in addition to the clauses under *Section 6: Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction* or *29 CFR 4.6*. As used in this section, the terms “laborers and mechanics” include watchpersons and guards.

**(1) Overtime requirements.** No Subrecipient/Contractor or sub-subrecipient/subcontractor contracting for any part of the contractual work, which may require or involve the employment of laborers or mechanics, shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

**(2) Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (A)(1) of this section, the Subrecipient/Contractor and any sub-subrecipient/subcontractor responsible therefore shall be liable for the unpaid wages and interest from the date of underpayment. In addition, such Subrecipient/Contractor and sub-subrecipient/subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph (A)(1) of this section, in the sum of \$32 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A)(1) of this section.

**(3) Withholding for unpaid wages and liquidated damages.** The appropriate Federal Agency or City of New Orleans may, upon its own action or shall, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld, from the Subrecipient/Contractor or sub-subrecipient/subcontractor, so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime Subrecipient/Contractor or any sub-subrecipient/subcontractor for any unpaid wages, monetary relief, including interest, and liquidated damages required by the clauses set forth in this section of this Agreement/Contract, or any other Federally assisted agreement/contract subject to the *Contract Work Hours and Safety Standards Act* that is held by the same prime Subrecipient/Contractor (as defined in § 5.2). The necessary funds may be withheld from the Subrecipient/Contractor under this Agreement/Contract, or any other Federally assisted



agreement/contract that is subject to the *Contract Work Hours and Safety Standards Act* and is held by the same prime Subrecipient/Contractor, regardless of whether the other agreement/contract was awarded or assisted by the same agency, and such funds may be used to satisfy the Subrecipient/Contractor liability for which the funds were withheld.

**(4) Priority to Withheld Funds.** The Department has priority to funds withheld or to be withheld in accordance with withholding processes in this section and in *Section 6: Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction*, or both, over claims funded by: a Subrecipient's/Contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties; a contracting agency for its procurement costs; a trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a Subrecipient/Contractor, or a Subrecipient's/Contractor's bankruptcy estate; a Subrecipient's/Contractor's assignee(s); a Subrecipient's/Contractor's successor(s); or a claim asserted under the *Prompt Payment Act*, 31 U.S.C. 3901-3907.

**(5) Subcontracts.** The Subrecipient/Contractor or sub-subrecipient/subcontractor shall insert in any sub-subrecipient agreements/subcontracts the clauses set forth in paragraphs (A)(1) through (A)(9) of this section and also a clause requiring the subrecipients/subcontractors to include these clauses in any lower tier sub-subrecipient agreements/subcontracts. The prime Subrecipient/Contractor shall be responsible for compliance by any sub-subrecipient/subcontractor or lower tier sub-subrecipient/subcontractor with the clauses set forth in paragraphs (A)(1) through (A)(9) of this section. In the event of any violations of these clauses, the prime Subrecipient/Contractor, and any sub-subrecipients/subcontractors responsible shall be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier sub-subrecipients/subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

**(6)** The Subrecipient/Contractor or sub-subrecipient/subcontractor shall maintain regular payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years after all the work on the prime Agreement/Contract is completed for all laborers and mechanics, including guards and watchpersons, working on the Agreement/Contract. Such records shall contain the name, last known address, telephone number, email address, and Social Security number of each such worker, each worker's correct classifications of work actually performed, hourly rates of wages paid, daily and weekly number of hours actually worked, deductions made, and actual wages paid. Further, the Agency Head shall cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the Subrecipient/Contractor or sub-subrecipient/subcontractor for inspection, copying, or transcription by authorized representatives of the appropriate Federal Agency and the Department of Labor, and the Subrecipient/Contractor or sub-subrecipient/subcontractor will permit such representatives to interview workers during working hours on the job.

**(7) Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any

other manner discriminate against, any worker or job applicant for:

- (i) Notifying any Subrecipient/Contractor or sub-subrecipient/subcontractor of any conduct which the worker reasonably believes constitutes a violation of the *Contract Work Hours and Safety Standards Act* or its implementing regulations in this part;
- (ii) Filing any complaint, initiating, or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the *Contract Work Hours and Safety Standards Act* or this part;
- (iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under the *Contract Work Hours and Safety Standards Act* or this part; or
- (iv) Informing any other person about their rights under the *Contract Work Hours and Safety Standards Act* or this part.

**(8) Incorporation of Contract Clauses and Wage Determinations by Reference.** Although agencies are required to insert the contract clauses set forth in this section, along with appropriate wage determinations, in full into covered agreements/contracts, and Subrecipients/Contractors and sub-subrecipients/subcontractors are required to insert them in any lower-tier sub-subrecipient agreements/subcontracts, the incorporation by reference of the required contract clauses and appropriate wage determinations will be given the same force and effect as if they were inserted in full text.

**(9) Incorporation by Operation of Law.** The contract clauses set forth in this section (or their equivalent under the Federal Acquisition Regulation), along with the correct wage determinations, will be considered to be a part of every prime Agreement/Contract required by the applicable sections referenced by §5.1 to include such clauses, and will be effective by operation of law, whether or not they are included or incorporated by reference into such Agreement/Contract, unless the Administrator grants a variance, tolerance, or exemption from the application of this paragraph. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime Subrecipient/Contractor must be compensated for any resulting increase in wages in accordance with applicable law.

**B. Note:** Section 7 is for agreements/contracts subject only to the *Contract Work Hours and Safety Standards Act* and not to any of the other statutes cited in § 5.1.

## **8. COPELAND “ANTI-KICKBACK” ACT**

**A. Subrecipient/Contractor.** The Subrecipient/Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Pt. 3 (“*Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States*”) as may be applicable, which are incorporated by reference into this Agreement. The Act provides that each Contractor or Subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

**B. Subcontracts.** The Subrecipient/Contractor or sub-subrecipient/subcontractor shall insert in any sub-subrecipient agreements/subcontracts Subsection (A) above and such other clauses as FEMA, or other appropriate Federal Agency, may by appropriate instructions require, and also a clause requiring the sub-subrecipients/subcontractors to include these required clauses in any lower tier sub-subrecipient agreements/subcontracts. The prime Subrecipient/Contractor shall be responsible for the compliance by any sub-subrecipient/subcontractor or lower tier sub-subrecipient/subcontractor with all of these contract clauses.

**C. Breach.** A breach of Subsections (A) and (B) above may be grounds for termination of the Agreement/Contract, and for debarment as a Subrecipient/Contractor and sub-subrecipient/subcontractor as provided in 29 C.F.R. § 5.12.

## **9. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT**

**A.** If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the Recipient, Subrecipient, or Contractor wishes to enter into an agreement/contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the Recipient, Subrecipient, or Contractor must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

## **10. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT**

**A.** (For agreements/contracts over, \$150,000.00, the Subrecipient/Contractor must comply with all applicable standards, orders, or regulations issued pursuant to *the Clean Air Act* (42 U.S.C. 7401-7671(q)) and *the Federal Water Pollution Control Act*, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(1) The Subrecipient/Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to *the Clean Air Act*, as amended, 42 U.S.C. § 7401 *et seq* and *the Federal Water Pollution Control Act*, as amended, 33 U.S.C. § 7401 *et seq*.

(2) The Subrecipient/Contractor agrees to report each violation to the City of New Orleans and understands and agrees that the City of New Orleans will, in turn, report each violation as required to assure notification to FEMA or the appropriate Federal awarding agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The Subrecipient/Contractor agrees to include these requirements in each sub-subrecipient agreement/subcontract, exceeding \$150,000.00, financed in whole or in part with Federal assistance provided by FEMA or another Federal awarding agency.

## **11. DEBARMENT AND SUSPENSION**

**A.** This Agreement/Contract is a covered transaction for purposes of 2 C.F.R. Pt. 180 and 2 C.F.R. Pt. 3000. As such, the Subrecipient/Contractor is required to verify that none of the



Subrecipient's/Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). An Agreement/Contract award (see 2 CFR 180.220) shall not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implemented *Executive Orders 12549* (3 CFR Part 1986 Comp., p. 189) and *12689* (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the name of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than *Executive Order 12549*.

- B. The Subrecipient/Contractor must comply with 2 C.F.R. Pt. 180, Subpart C and 2 C.F.R. Pt. 3000, Subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- C. This certification is a material representation of fact relied upon by the City and the Subrecipient/Contractor. If it is later determined that the Subrecipient/Contractor did not comply with 2 C.F.R. Pt. 180, Subpart C and 2 C.F.R. Pt. 3000, Subpart C, in addition to remedies available to the City and the Subrecipient/Contractor, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- D. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Pt. 180, Subpart C and 2 C.F.R. Pt. 3000, Subpart C while this offer is valid and throughout the period of any agreement/contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

## **12. BYRD ANTI-LOBBYING ACT**

- A. The Subrecipient/Contractor will be expected to comply with Federal statutes required in *Byrd Anti-Lobbying Amendment* (31 U.S.C. 1352).
- B. Subrecipients/Contractors who apply or bid for an award exceeding \$100,000.00 shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any Agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- C. Note: Subrecipients/Contractors who apply or bid for an award of \$100,000.00 or more shall file the required certification found below in Appendix A.

## **13. PROCUREMENT OF RECOVERED MATERIALS**

- A. In the performance of this Agreement/Contract, the Subrecipient/Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

(1) Competitively within a timeframe providing for compliance with the Agreement's/Contract's performance schedule;

(2) Meeting the Agreement's/Contract's performance requirements; or

(3) At a reasonable price.

B. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>.

C. The City of New Orleans and Subrecipient/Contractor shall comply with all other applicable requirements of *Section 6002 of the Solid Waste Disposal Act*, as amended by the *Resource Conservation and Recovery Act*. The requirements of *Section 6002* include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at *40 CFR Part 247* that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000.00 or the value of the quantity required during the preceding fiscal year exceeded \$10,000.00, procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

#### **14. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT**

A. Recipients, subrecipients, and contractors are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew an agreement or a contract to procure or obtain; or

(3) Enter into an agreement or a contract (or extend or renew an agreement or a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in *Public Law 115-232, Section 889*, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

- (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. see *2 CFR § 200.216*; *Public Law 115-232 § 889*.

- B. Costs incurred for telecommunications and video surveillance services or equipment such as phones, internet, video surveillance, [and] cloud servers are allowable except for the following circumstances: obligating or expending covered telecommunications and video surveillance services or equipment or services described in *§ 200.216* as prohibited in Subsections (A)(1)-(A)(3) of this section.

## **15. DOMESTIC PREFERENCES FOR PROCUREMENT**

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

- B. For purposes of this section:

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

- (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber. see *2 CFR § 200.322*.

- C. Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in *2 CFR Part 184*.

## **16. PROVISIONS REQUIRED BY LAW DEEMED INSERTED**

- A. Each and every provision of law and clause required by law to be inserted in this Agreement/Contract shall be deemed to be inserted herein, and the Agreement/Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Agreement/Contract shall forthwith be physically amended to make such insertion or correction.

## **17. ACCESS TO RECORDS**

A. The following “access to records” requirements apply to this Agreement/Contract:

(1) The Subrecipient/Contractor agrees to provide any official from the Federal government or the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Subrecipient/Contractor which are directly pertinent to this Agreement/Contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Subrecipient/Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Subrecipient/Contractor agrees to provide the Federal administrator or their authorized representatives access to construction or other work sites pertaining to the work being completed under the Agreement/Contract.

(4) In compliance with *the Disaster Recovery Act of 2018*, the City and the Subrecipient/Contractor acknowledge and agree that no language in this Agreement/Contract is intended to prohibit audits or internal reviews by the Federal administrator or the Comptroller General of the United States.

#### **18. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS**

A. This is an acknowledgement that Federal financial assistance will be used to fund all or a portion of the Agreement/Contract. The Subrecipient/Contractor will comply with all applicable Federal laws, regulations, executive orders, policies, procedures, and directives as well as any FEMA policies, procedures, and directives.

#### **19. NO OBLIGATION BY FEDERAL GOVERNMENT**

A. The Federal Government is not a party to this Agreement/Contract and is not subject to any obligations or liabilities to the non-Federal entity, Subrecipient/Contractor, or any other party pertaining to any matter resulting from the Agreement/Contract.

#### **20. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS**

A. The Subrecipient/Contractor acknowledges that *31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements)* applies to the Subrecipient's/Contractor's actions pertaining to this Agreement/Contract.

#### **Citations:**

Items 1-15 are from *2 CFR 200, Appendix II*

Item 16 is prudent.

Items 17-20 are from FEMA's Recommended Provisions.

**[THE LOBBYING CERTIFICATION IS ON THE NEXT PAGE]**



## APPENDIX A, 44 C.F.R. PART 18 – 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 an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients/contractors 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 \$10,000.00 and not more than \$100,000.00 for each such failure.

The Subrecipient/Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Subrecipient/Contractor understands and agrees that the provisions of *31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements*, apply to this certification and disclosure, if any.



Signature and Title

Subrecipient's/Contractor's

Authorized Official Representative

11/13/2024  
Date

[END OF AGREEMENT]