

AGREEMENT
Between
GREATER NEBRASKA WORKFORCE DEVELOPMENT BOARD
And
NEBRASKA DEPARTMENT OF ECONOMIC DEVELOPMENT

One Stop Operator

THIS AGREEMENT is entered into on July 1, 2017 between the Greater Nebraska Workforce Development Board (GNWDB) and the Nebraska Department of Economic Development (NDED).

WHEREAS, pursuant to the Workforce Innovation & Opportunity Act (WIOA), GNWDB solicited applications twice for a One Stop Operator for the 88-county Greater Nebraska Workforce Development Area based on the State of Nebraska's procurement procedures for non-federal procurements; and

WHEREAS, in the absence of any viable applicants, GNWDB has selected NDED as the One Stop Operator for the 88-county Greater Nebraska Workforce Development Area; and

NOW, THEREFORE, the parties agree as follows:

I. PURPOSE OF THE AGREEMENT

The purpose of this Agreement is to assist in developing a coordinated Greater Nebraska Workforce System. Through the Greater Nebraska Workforce System, partner programs and their direct service providers ensure that businesses and all job seekers, through a shared client base across multiple partner programs, have access to information and services that lead to positive educational and employment outcomes. To facilitate integrated partnerships that seamlessly incorporate services for the common customers served by multiple program partners, the GNWDB designates NDED as the One Stop Operator for the 88-county Greater Nebraska Workforce Development Area, and specifies the duties of the One Stop Operator at the designated Nebraska Department of Labor (NDOL) American Job Centers and Career Center locations.

II. TERM OF AGREEMENT

- A. This Agreement replaces any prior Agreement effective July 1, 2017 through June 30, 2020.
- B. This Agreement shall be reviewed on a bi-annual basis and, by agreement of the parties, it may be extended for one (1) additional two-year period in accordance with performance standards, budget and service levels to be determined annually by the Local, Regional, and State Plans. This Agreement may be renewed upon the written agreement of the parties.
- C. Any party seeking extension of this Agreement must notify the other parties in writing at least sixty (60) days prior to the ending date of the Agreement that is in effect.
- D. Any acceptance, agreement or modifications to this Agreement must be in writing between the parties.

- E. This Agreement shall terminate upon the occurrence of any or all of the following:
1. Exhaustion of designated fund.
 2. Upon thirty days' written notice by either party to the other.
 3. Should this Agreement be declared void or unenforceable by final order of a court of competent jurisdiction.
 4. Expiration of the term of the Agreement.
 5. In the event of a default or violation of the terms of this Agreement by NDED or failure to use the funds for only those purposes set forth herein, or failure by NDED to make sufficient progress so as to endanger performance, NDOL may:
 - a. Suspension: After ten days' notice to NDED, suspend the Agreement and prohibit NDED from incurring additional obligations of funds, pending corrective action by NDED or a decision to terminate.
 - b. Termination: Terminate the Agreement in whole or in part at any time before the date of completion whenever it is determined that NDED has failed to comply with the terms and conditions of the Agreement. NDOL shall promptly notify NDED in writing of the determination and the reasons for the termination, together with the effective date. Payments made to NDED or recoveries by NDOL under terminated for cause shall be in accord with the legal rights and liabilities of the parties. Payments and recoveries may include, but are not limited to, payments allowed for costs determined to be in compliance with the terms of this Agreement up to the date of termination. NDED shall return to NDOL all unencumbered funds. Further, any costs previously paid by NDOL which are subsequently determined to be unallowable through audit and closeout procedure may be recovered.

III. ROLE OF ONE STOP OPERATOR

The role and responsibilities of the One Stop Operator shall be specified by GNWDB. The role shall be that of coordinator of services for the system or site(s) as determined by the scope defined by GNWDB. The One Stop Operator may provide services within the Greater Nebraska Workforce System. However, the One Stop Operator shall not afford itself any benefit or financial advantage over other partners based upon its status as the One Stop Operator.

The duties of a One Stop Operator may include, but are not limited to, the following:

- A. Design the integration of systems and coordination of services for the site and partners.
- B. Evaluate performance as identified by GNWDB and implement required actions to meet standards.
- C. Evaluate customer (which includes but is not limited to, employers, job seekers and partners) needs and satisfaction data to continually refine and improve service strategies.

- D. Plan and report responsibilities.
- E. Write and maintain a business plan.
- F. Act as liaison between the local GNWDB, American Job Centers, and Career Centers.
- G. Monitor adherence to the provisions of this Memorandum of Understanding.
- H. Market One Stop services.
- I. Recruit additional partners.
- J. Facilitate the sharing and maintenance of data; primarily the site, with secondary emphasis on the state system, following the conformity provisions of Section 116(i)(3) of WIOA, and assuring that the use of personally identifiable information (PII) adheres to and complies with all applicable federal, state and local privacy laws, rules and regulations.
- K. Clearly define and communicate the strategic objectives of GNWDB to all American Job Center partners.
- L. Continuously assess customer needs and recommend to GNWDB on the need for additional access points or affiliate sites.
- M. Respond to community needs.
- N. Implement any Continuous Improvement Model designated by GNWDB.
- O. Facilitate groups/teams on common issues (what works, what doesn't).
- P. Accommodation of special needs, where not the responsibility of a specific partner (i.e., common areas).
- Q. Facilitates integrated partnerships that seamlessly incorporate services for the common customers served by multiple program partners of the American Job Center (AJC).
- R. Develop and implement operational policies that reflect an integrated system of performance, communication and case management, and uses technology to achieve integration and expanded service offerings.
- S. Organize and integrate AJC services by function (rather than by program), when permitted by a program's authorizing statute and, as appropriate, through coordinating staff communication, capacity building, and training efforts. Functional alignment includes having AJC staff who perform similar tasks serve on relevant functional teams (e.g., skills development team or business services teams).
- T. Focus through service integration on serving all customers seamlessly (including targeted populations) by providing a full range of services staffed by relevant functional teams, consistent with the purpose, scope and requirements of each program.

U. Ensure that:

1. AJC staff are trained and equipped in an ongoing learning environment with the skills and knowledge needed to provide superior service to job seekers, including those with disabilities, and businesses in an integrated, regionally focused framework of service delivery, consistent with the requirements of each of the partner programs.
2. AJC staff are cross-trained, as appropriate, to increase staff capacity, expertise, and efficiency. This allows staff from differing programs to understand other partner programs' services, and share their own expertise related to the needs of specific populations so that all staff can better serve all customers.
3. AJC staff are routinely trained so they are keenly aware as to how their particular work function supports and contributes to the overall vision of the local workforce development board, as well as within the AJC network. This enhances their ability to ensure that a direct linkage to partner programs is seamlessly integrated within the center.

V. Carry out the responsibility of the One Stop Operator as set out in the Memorandums of Agreement between the GNWDB and the American Job Center network.

W. Implement the policies and goals of the Local, Regional, and State Plans.

IV. PERFORMANCE CRITERIA

A. It is agreed that the One Stop Operator will strive to achieve the goals of the state and local plans and the following standards of quality service for its customers, employees and participating partners based upon available resources:

B. With regard to partners:

1. Deliver high quality services through the Greater Nebraska Workforce System.
2. Survey customers as they receive services to determine whether or not the services provided met their needs and to determine the level of customer satisfaction.

C. With regard to customers:

1. Prompt and courteous service.
2. Appropriate services, education and training that will help them reach their employment goals.

V. COMPLAINT AND GRIEVANCE PROCEDURES

Complaints and grievances may be processed in accordance with the Greater Nebraska Workforce Development Area policies on grievances and complaints of a nondiscriminatory nature, and discrimination complaints.

VI. RESTRICTION ON PARTNER ACTIVITIES

No funds or facilities hereunder shall be used for any partisan activity or to further the election or defeat of any candidate for public office; nor shall they be used to provide services to or the employment or assignment of personnel in a manner supporting or resulting in the identification of programs/projects conducted or operated pursuant to this Agreement with:

- A. Any partisan or nonpartisan political activity or any other political activity associated with a candidate, or contending faction or group, in a public election or party office; or
- B. Any activity to provide voters with transportation to polls or similar assistance in connection with an election; or
- C. Any voter registration activity.

VII. WORK ENVIRONMENT

NDED shall provide a safe and secure place of work for all individuals seeking service, and shall maintain all legally required health and safety standards.

VIII. E-VERIFY STATEMENT

NDED is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. For purposes of this Agreement, federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

IX. IRS PUBLICATION 1075 ASSURANCES

NDED will not have or be allowed access to federal tax information while performing work under this Agreement (see, Internal Revenue Code, 26 U.S.C. § 6103 and § 7213).

X. EEO / ADA / DRUG FREE WORKPLACE PROVISIONS

NDED acknowledges that this Agreement must be operated in compliance with civil rights laws and statutes, and any implementing regulations, and makes the following assurances:

- A. Warrants and assures that it complies as applicable to it with Title VI of the Civil Rights Act of 1964, Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination in Employment Act of 1975, the Americans with Disabilities Act of 1990, and the Nebraska Fair Employment Practice Act, to the effect that no person shall, on the grounds of race, color, religion, sex, national origin, age, or status as a qualified person with a disability, be excluded from participation in, denied benefits of, or otherwise be subjected to discrimination under any program or activity for which any contractor receives federal financial assistance.

- B. NDED and any of its subcontractors with respect to any services performed under this Agreement shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions, or privileges of employment, because of the race, color, religion, sex, national origin, age, or status as a qualified person with a disability of the employee or applicant.
- C. NDED shall comply with all provisions contained in the State Of Nebraska Drug Free Workplace Policy.

XI. RESTRICTION ON USE OF FUNDS

- A. No funds hereunder shall be used for any partisan activity or to further the election or defeat of any candidate for public office; nor shall they be used to provide services to or the employment or assignment of personnel in a manner supporting or resulting in the identification of programs/projects conducted or operated pursuant to this Agreement with:
 - 1. Any partisan or nonpartisan political activity or any other political activity associated with a candidate, or contending faction or group, in a public election or party office; or
 - 2. Any activity to provide voters with transportation to polls or similar assistance in connection with an election; or
 - 3. Any voter registration activity.
- B. NDED assures that no federal appropriated funds have been paid or will be paid on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any 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 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. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, NDED shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying in accordance with its instructions. NDED shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements and that all sub-recipients shall certify and disclose accordingly).
- C. Due to possible future reductions in state and/or federal appropriations, NDOL cannot guarantee the continued availability of funding for this Agreement notwithstanding the consideration stated above. In the event funds to finance this Agreement become unavailable either in full or in part due to such reductions in appropriations, GNWDB may terminate this Agreement or reduce the consideration upon notice in writing to NDED. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. NDOL shall be the final authority as to the availability of funds. The effective date of such termination of agreement or reduction in consideration shall be specified in the notice as the date of service of said notice or the actual

effective date of the state and/or federal funding reduction, whichever is later. Reductions shall not apply to payments made for services satisfactorily completed prior to said effective date. In the event of a reduction in consideration, NDED may cancel this Agreement as of the effective date of the proposed reduction upon the provision of advance written notice to GNWDB.

XII. GRANT PROCEEDS

Any violation in the terms of this Agreement by NDED may result in loss of any future payments hereunder and may require repayment for any and all amounts already received.

XIII. WIOA ASSURANCES

See Attachment #1. Throughout said attachment, "Grantee" shall refer to NDED.

XIV. CONFLICT OF INTEREST

No officer, employee, or agent who has or will participate in the selection, the award, or the administration of this Agreement may obtain a personal or financial interest or benefit from the activity or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

XV. RECORDS AND ACCOUNTS

All records referenced in this Agreement and all records pertaining to the activities to occur under this Agreement shall be retained for a period of five years from the termination of this Agreement or until all litigation, claims or audit findings involving the records or this Agreement have been finally resolved, whichever is later.

XVI. AUDITOR

NDED understands and acknowledges that it may be subject to an examination of its books, accounts, vouchers, records and expenditures by the Auditor of Public Accounts, in accordance with *Neb. Rev. Stat. § 84-305 (Supp. 2015)*.

XVII. ENTIRE AGREEMENT

This Agreement contains the entire agreement of the parties. No representations were made or relied upon by either party other than those that are expressly set forth herein.

XVIII. DEBARMENT, SUSPENSION OR DECLARED INELIGIBLE

NDED certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. It is NDED's affirmative duty to notify NDED if it or any of its principals is sanctioned or debarred. NDED acknowledges that suspension or debarment is cause for termination.

XIX. POINTS OF CONTACT (POC)

A. The parties designate the following individuals as their Points of Contact:

NDED:	
Courtney Dentlinger 301 Centennial Mall South, 4 th Floor P. O. Box 94666 Lincoln, NE 68509-4666	Telephone: 402.471.3125 E-Mail: <i>courtney.dentlinger@nebraska.gov</i>
GNWDB:	
Lisa Wilson, Chair 123 Grant Street St. Paul NE 68873	Telephone: 308.339.9480 E-Mail: <i>lisa.wilson@cnhind.com</i>

- B. POC's do not have the authority to amend this Agreement unless the POC is the signatory to this Agreement.

XX. ASSIGNABILITY

NDED shall not assign, transfer, or convey any right, title, or interest to the proceeds of this Agreement.

XXI. MERGER

This Agreement shall not be merged into any other oral or written agreement, contract, or instrument.

XXII. PUBLIC RECORD STATEMENT

This document is a public record.

XXIII. STAFFING


This Agreement does not create an employment relationship or establish other employment-related rights. Each party shall retain all supervisory responsibility over their staff, and shall, in no event, limit or restrict the ability to provide other essential services.

[signature page follows]


XXIV. SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, each duly authorized to do so, effective the day and year of the signature by the parties.

7-17-2017
Date


LISA WILSON, Chair
Greater Nebraska Workforce Development Board

7-17-17
Date


COURTNEY DENTLINGER, Director
Nebraska Department of Economic Development

REVIEWED AND APPROVED:

KIM SCHREINER, Controller
Nebraska Department of Labor

Date

KAREN STOHS, Acting E&T Director
Nebraska Department of Labor

Date

THOMAS A. UKINSKI, Legal Counsel
Nebraska Department of Labor

Date

JOHN H. ALBIN, Commissioner
Nebraska Department of Labor

Date

ATTACHMENT:

#1 – WIOA Assurances

XXIV. SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, each duly authorized to do so, effective the day and year of the signature by the parties.

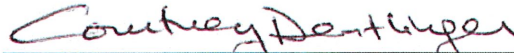
Date

7-17-17

Date

LISA WILSON, Chair

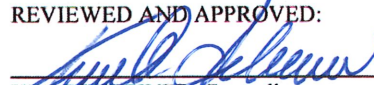
Greater Nebraska Workforce Development Board



COURTNEY DENTLINGER, Director

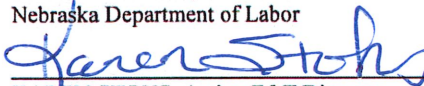
Nebraska Department of Economic Development

REVIEWED AND APPROVED:


KIM SCHREINER, Controller
Nebraska Department of Labor

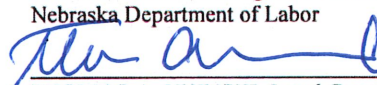
Date

7/18/17


KAREN STOHS, Acting E&T Director
Nebraska Department of Labor

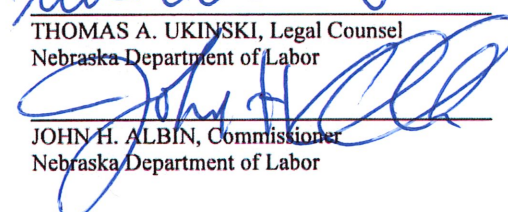
Date

7-18-17


THOMAS A. UKINSKI, Legal Counsel
Nebraska Department of Labor

Date

07/18/2017


JOHN H. ALBIN, Commissioner
Nebraska Department of Labor

Date

7/18/2017

ATTACHMENT:

#1 - WIOA Assurances

Workforce Innovation and Opportunity Act (WIOA)
ASSURANCES

Access to Records - The Grantee assures it will give the Department of Labor or its representatives the access to, and the right to examine, all documents related to the grant agreement.

Administration – The Grantee assures it will fully comply with all Grantor instructions and relating to the administration of funds.

Administration and Fiscal Systems - The Grantee assures it has adequate administrative and fiscal systems necessary to promote effective use of the grant funds, which comply with the provisions for Fiscal Controls by States in Section 184 of the WIOA, and the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards in 2 CFR Part 200. This includes, but is not limited to, a financial management system that satisfactorily accounts for and documents the receipt and disbursement of WIOA funds, including information pertaining to sub-grants and contract awards, obligations, unobligated balances, assets, expenditures, and income. Effective internal controls will be in place to safeguard assets and ensure their proper use (including property location and usage). All source documentation will be maintained to support accounting records that will permit the tracking of funds to a level of expenditure adequate to establish that funds have not been used in a violation of the applicable restrictions on the use of such funds.

Audit Resolution File – The Grantee assures that the local area will maintain an audit resolution file documenting the disposition of reported questioned costs and corrective actions taken for all findings.

Bonding – The Grantee assures that all persons and/or sub-recipients who are authorized to receive or deposit WIOA funds, or to issue financial documents, checks, or other instruments of payment for WIOA program costs, will be bonded in accordance with federal and State regulatory requirements for protection against loss.

Cash Management – The Grantee assures that no excess cash will be kept on hand, and procedures for maintaining and monitoring the minimum amount of cash on hand necessary to efficiently improve the timing and control of disbursements will be in place.

Citizenship / Status - No person or beneficiary will be discriminated against by Grantee on the basis of his/her citizenship/status as a lawfully-admitted immigrant authorized to work in the United States, or to participate in any WIOA Title I financially-assisted program or activity.

Compliance with Nebraska Revised Statutes §§4-108 through 4-112 and 4-114 – The Grantee assures that all contracts shall certify that the Contractor has registered with and is using a federal immigration verification system, as defined in *Neb. Rev. Stat. §4-114*, to determine the work eligibility status of all new employees performing services within the State of Nebraska. Upon reasonable notice, the Contractor shall provide documentation to the Department of Labor which proves the Contractor is or was at all times during the term of the agreement in compliance with this provision. If the Contractor is an individual or sole proprietorship, the Contractor shall complete the U.S. Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor shall agree to provide to the U.S. Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the U.S. using the Systematic Alien Verification for Entitlements (SAVE) Program. Verification of lawful presence in the United States and qualified alien status must also be established, pursuant to *Neb. Rev. Stat. §§4-111 and 4-112*, if the Contractor has applied for public benefits, as defined in *Neb. Rev. Stat. §4-108*. The Contractor understands that the lawful presence in the U.S. is required and that the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified.

Compliance with WIOA – The Grantee assures that it will fully comply with the requirements of WIOA.

Confidentiality – The Grantee assures it will comply with the confidentiality requirements of Section 116(i)(3) of WIOA.

Consultation - The Grantee has developed this plan in consultation with local elected officials, the local Workforce Development Board, the business community, labor organizations, and other partners.

Disabilities - The Grantee assures it will comply with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990.

Executive Order 11375. Grantee agrees to comply with Executive Order 11246 of September 28, 1965, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 (October 13, 1967) entitled "Amending Executive Order No. 11246, Relating to Equal Employment Opportunity" and as supplemented in US Department of Labor regulations on "Obligations of Contractors and Subcontractors" (Title 41, Subtitle B, Chapter 60, Part 60-1).

Expending Funds – The Grantee assures that funds will be spent in accordance with WIOA and the Wagner-Peyser Act and their regulations, written Department of Labor guidelines, and all other applicable federal laws and regulations, state statutes and regulations, and state policies.

Governor's Grant Procedures – The Grantee assures funds will comply with the grant procedures described by the Governor that are necessary to enter into grant agreements for the allocation and payment of funds under WIOA. The procedures and agreements will be provided by the Governor and will specify the requirements, terms, conditions, assurances and certifications, and shall include, but not be limited to, the following:

General Administrative Requirements:

- 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- **Assurances and Certifications:**
 - Standard Form 424 B – Assurances - Non-Construction Programs.
 - 29 CFR Part 2 Subpart D – Equal Treatment in Department of Labor Programs for Religious Organizations.
 - 29 CFR Part 31 – Nondiscrimination in Federally Assisted Programs of the Department of Labor.
 - 29 CFR Part 32 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.
 - 29 CFR Part 93 – New Restrictions on Lobbying.
 - 2 CFR Part 180 Subparts F, G and H – Suspension and Debarment Actions. –
 - 2 CFR Part 182 – Government-Wide Requirements for Drug-Free Workplace (Financial Assistance).

Grievances/Complaints- The Grantee will comply with federal, state, and local procedures for grievances and complaints from participants and employees under the WIOA program.

Human Trafficking – The Grantee understands that the awarding agency may terminate the award, without penalty, as a result of actions by Grantee, employees or sub-recipients, based on noncompliance with the Trafficking Victims Protection Act of 2009, as amended, and as implemented by 2 CFR Part 175.15(b).

In Demand Occupation or Industry – WIOA training shall be provided only for those occupations that are directly linked to an in-demand industry sector or occupation in the local area or the planning region, as those terms are defined in Section 3 (23), (32) and (48) of WIOA, or in another area to which an adult or dislocated worker is willing to relocate.

Labor Standard Provisions. Grantee agrees to adhere to the Davis-Bacon Act of 1931 (40 U.S.C. §276a to 276a-7) and the Contract Work Hours & Safety Standards Act of 1962 (40 U.S.C. §§3141 and 3702 to 3708), as amended, and supplemented by U.S. Department of Labor regulations.

Licensing, Taxation, and Insurance – The Grantee assures it will comply with federal, state, or local laws governing applicable licensing, taxation, and insurance requirements.

Nebraska Fair Employment Practice Act - The Grantee assures it will comply with the Nebraska Fair Employment Practice Act, *Neb. Rev. Stat.* §§48-1101 to 48-1126.

Nondiscrimination - The Grantee assures it will comply with the nondiscrimination and equal opportunity provisions of Section 188 of WIOA, which prohibit discrimination:

- On the basis of race, color, or national origin under Title VI of the Civil Rights Act of 1964;
- On the basis of age under the Age Discrimination Act of 1975;
- On the basis of sex under Title IX of the Education Amendments of 1972; and
- On the basis of disability under Section 504 of the Rehabilitation Act of 1973

The Grantee further assures it will comply with the nondiscrimination and equal opportunity provisions of Section 184 of WIOA, which includes the prohibition of discrimination on the basis of participation in programs or activities funded or otherwise financially assisted under WIOA, and discrimination on the basis of citizenship status for certain noncitizens.

Patent Rights, Copyrights and Rights in Data – The Grantee understands that NDED and US Department of Labor reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government purpose: (a) the copyright in any work developed under a grant, sub-grant, or contract under a grant of sub-grant; and (b) any rights of copyright to which a grantee, sub-grantee or a contractor purchases ownership with grant support.

Political Affiliation - No person or beneficiary will be discriminated against by Grantee on the basis of his/her political affiliation.

Regional Planning – The Workforce Development Board will participate in regional planning.

Reporting - The Grantee shall submit complete, accurate, and timely reports as specified by the Governor.

Responsibility Matters – The Grantee shall enforce standards and procedures to ensure against fraud and abuse, including standards and procedures against nepotism, conflicts of interest, lobbying, kickbacks, drug-free workplace, political patronage (Hatch Act) and provisions which govern debarment, suspension, and other responsibility matters.

Retention of Records – The Grantee assures that it will retain all financial and program records, books of account, and other documents related to the grant agreement for a period of five years after grant closeout. If prior to the five-year retention period, any litigation or an audit has begun, the records, books of account and documents relating to the grant agreement will be maintained until the litigation is complete and audit findings are resolved.

Salary and Bonus Limitations – The Grantee assures none of the funds appropriated in WIOA or prior Acts under the heading “Employment and Training Administration” that are available for expenditure on or after June 15, 2006, shall be used by a recipient or sub-recipients of such funds to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II, except as provided under Section 194(15) of WIOA. The limitation shall not apply to vendors providing goods and services, as defined in 2 CFR Part 200 Subpart B.-

Special Clauses/Provisions – Grantee understands that other special assurances or provisions may be required under Federal law or policy, including specific appropriations legislation, WIOA, or subsequent Executive or Congressional mandates.

State Energy Conservation Plan – The Grantee recognizes mandatory standards and policies relating to energy efficiency as contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act of 1975. The Grantee agrees to comply with all applicable standards, orders, or requirements issued under §306 of the Energy Policy and Conservation Act, §508 of the Clean Water Act, Executive Order 11738, and the Environmental Protection Agency regulations pertaining to contracts, subcontracts, and sub-grants in excess of \$100,000 (40 CFR Part 15).

State WIOA Policies - Grantee shall comply with all provisions contained in the State of Nebraska WIOA Policies.

Sunshine Provision – The local Workforce Development Board assures that the public, including individuals with disabilities, has access to minutes of its meetings.

Title VII - The Grantee assures it will comply with Title VII of the Civil Rights Act of 1964, as amended.

Union Organizing – The Grantee assures no funds received under WIOA will be to assist, promote, or deter union organizing.

Veterans – The Grantee assures that funds received under WIOA will comply with the veteran's priority provisions established in the Jobs for Veterans Act.

ADDENDUM TO AGREEMENT
Between
GREATER NEBRASKA WORKFORCE DEVELOPMENT BOARD
And
NEBRASKA DEPARTMENT OF ECONOMIC DEVELOPMENT

One Stop Operator

THIS ADDENDUM TO AGREEMENT is entered into on July 25, 2017 between the Greater Nebraska Workforce Development Board (GNWDB) and the Nebraska Department of Economic Development (NDED) with respect to that certain Grant Agreement executed on July 17 and 18, 2017 and referred to above (Grant Agreement).

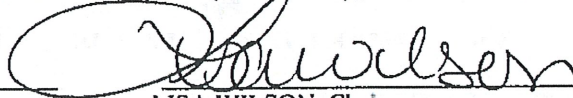
The following sections are incorporated into and made a part of the Grant Agreement. The remainder of the Grant Agreement is unchanged, and shall remain in full force and effect.

XXIV - Funding / Payment

- A. GNWDB agrees to pay to NDED a total of one hundred and forty-four thousand one hundred ninety-nine dollars and twenty-six cents (\$144,199.26) to perform the grant activities outlined in section III of this Grant Agreement.
- B. Total expenditures under this Grant Agreement will not exceed one hundred and forty-four thousand one hundred ninety-nine dollars and twenty-six cents (\$144,199.26).
- C. Beginning on September 1, 2017, NDED will submit to the Point of Contact for GNWDB and to NDOL's Office of Finance a monthly invoice for reimbursement of the costs incurred for allowable grant activities under the Grant Agreement. GNWDB's Point of Contact shall review and approve each invoice prior to submission for payment.
- D. Due to possible future reductions in state and/or federal appropriations, GNWDB cannot guarantee the continued availability of funding for this Grant Agreement notwithstanding the consideration stated above. In the event funds to finance this Grant Agreement become unavailable either in full or in part due to such reductions in appropriations, GNWDB may terminate this Grant Agreement or reduce the consideration upon notice in writing to NDED. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. GNWDB shall be the final authority as to the availability of funds. The effective date of such termination of the Grant Agreement or reduction in consideration shall be specified in the notice as the date of service of said notice or the actual effective date of the state and/or federal funding reduction, whichever is later. Reductions shall not apply to payments made for grant activities satisfactorily completed prior to said effective date. In the event of a reduction in consideration, NDED may cancel this Grant Agreement as of the effective date of the proposed reduction upon the provision of advance written notice to GNWDB.

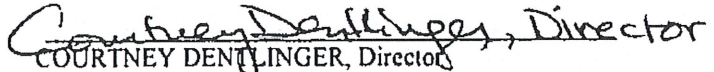
IN WITNESS WHEREOF, the parties hereto have executed this Addendum to Grant Agreement, each duly authorized to do so, effective the day and year of the signature by the parties.

7-31-17
Date



LISA WILSON, Chair
Greater Nebraska Workforce Development Board

7-27-17
Date



COURTNEY DENTLINGER, Director
Nebraska Department of Economic Development

REVIEWED AND APPROVED:



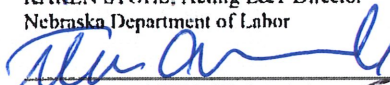
KIM SCHREINER, Controller
Nebraska Department of Labor

7-31-17
Date



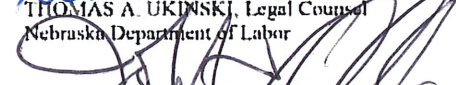
KAREN STOHS, Acting E&I Director
Nebraska Department of Labor

7-31-17
Date



THOMAS A. UKINSKI, Legal Counsel
Nebraska Department of Labor

08/01/2017
Date



JOHN L. ALBIN, Commissioner
Nebraska Department of Labor

8/1/2017
Date