K23-321

AMENDMENT NO. 3 TO PROFESSIONAL SERVICES AGREEMENT

BETWEEN

THE CITY OF NEW ORLEANS

AND

ARBOR E&T, LLC

D/B/A

EQUUS WORKFORCE SOLUTIONS

RFP No. 1025

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

RECITALS

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

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

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

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

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

WHEREAS, effective July 1, 2021, the City and Contractor entered into a Professional Services Agreement for services related to the operation of the JOB1 Business and Career Solutions Center (the "**Agreement**"); and

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

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

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

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

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

1. ***Compliance with Laws.*** The Parties are adding Article I, Section (B)(1)(d), an Inventory Record clause, in accordance with 2 CFR 200.313(d).

2. ***Compensation.*** The compensation described in Article IV, Section (A) of the Agreement is increased by $291,600.00, to a total amount not to exceed $20,143,253.40, as described in Article IV, Section (B), and the Parties are adding Section (C): Management Fees/Profit to Article IV.

3. ***Special Conditions for WIOA One Stop Operator and Service Provider Contracts.*** The "Special Conditions," attached as Exhibit "A" to this Agreement, are expressly incorporated into the Agreement and effective immediately, as the City has indicated it will or may seek reimbursement under the Workforce Innovation and Opportunity Act of 2014 in the procurement documents or upon the City's notice to the Contractor that the City intends to seek reimbursement under the Workforce Innovation and Opportunity Act of 2014 in connection with the work to be performed under this Agreement.

4. ***Special Conditions for Louisiana Workforce Commission Intergovernmental Agreements.*** The "Special Conditions," attached as Exhibit "B" to this Agreement, are expressly incorporated into the Agreement and effective immediately, as the City has indicated it will or may seeks funding through an Intergovernmental Agreement with the Louisiana Workforce Commission ("**LWCC Award**") in the procurement documents or upon the City's notice to the Contractor that the City intends to seek reimbursement under the LWCC Award in connection with the work to be performed under this Agreement.

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

ARTICLE I - THE CONTRACTOR'S OBLIGATIONS

(*Article I, Section B, Subsection "(1)(d)" is added to Article I as follows*)

B. ***Compliance with Laws***. The Contractor, and any person performing work on its behalf, will comply with all applicable federal, state, and local laws and ordinances.

1. The Contractor will:

   a. Monitor and oversee the JOB1 Business and Career Solutions Centers services in accordance with WIOA Adult, Dislocated Worker, and Youth, as well as other relevant federal, state, and local requirements.
   b. Provide a written response and Corrective Action Plan for all observations and findings within ten (10) working days of receipt of any Draft or Final Monitoring Reports from the City, Louisiana Workforce Commission ("**LWC**"), or the U.S. Department of Labor. Contractor agrees that delinquent monitoring report responses/corrective actions may negatively impact the program administratively, financially, and programmatically and will make every effort to prioritize all corrective action plans in a way that maximizes monitoring and audit resolution effectiveness. Contractor also agrees that sanctions may be applied as deemed appropriate by the City for failure to address or resolve observations and findings in a timely and efficient manner.
   c. Create and submit to the City a corrective action plan addressing the reported failure to comply with achievement of performance of negotiated WIOA Measures within forty-five (45) calendar days of issuance of notice. LWC will negotiate with each LWDB on performance of WIOA Measures and will report outcomes as exceeded, met, or failed. This report shall include the specific core indicators of performance measures, and specific changes and steps needed to meet core indicators. Failure to comply may result in penalties for noncompliance, including the cancellation of this agreement.
   d. The Contractor will track, manage, tag, and maintain all furniture and equipment purchased with funding provided through this Agreement with a useful life of greater than one (1) year with a per-unit purchase price of $500 or greater. These items will be maintained on a formal Inventory Record in accordance with 2 CFR 200.313(d). Inventory should be reported by the methods prescribed by the Office of Workforce Development.

ARTICLE IV – COMPENSATION

(*Article IV, Sections "A" and "B" are amended as follows*)

A. **Rate of Compensation.**

1. Under this Amendment, the City will increase the pay to the Contractor by the following amount: two hundred ninety-one thousand, six hundred dollars and 00/100 cents ($291,600.00) on a monthly cost reimbursement basis. The breakout is as follows:

   WIOA Adult PY21: $30,000.00

Delta Regional Grant: $68,600.00
NOLA Summer: $98,000.00
LWCC Award: $95,000.00
Award Term: 1st half (Jan 2023-June 2023)

2. This Agreement does not guarantee any amount of work or compensation except as specifically authorized by the City in accordance with the terms and conditions of this Agreement.

3. The stated compensation is inclusive, and includes no additional amounts for, the Contractor's costs, including without limitation all expenses relating to overhead, administration, subcontractors, employees, bid preparation, bonds, scheduling, invoicing, insurance, record retention, reporting, inspections, audits, the correction of errors and omissions, or minor changes within the scope of this Agreement. The City will not consider or be obligated to pay or reimburse the Contractor any other charges or fees and the Contractor will not be entitled to any additional compensation or reimbursement, except otherwise specifically provided in the Agreement.

4. The Contractor immediately will notify the City in writing of any reduction to the rate of compensation for its most favored customer and the rate of compensation established by this Agreement automatically will adjust to the reduced rate effective as of the effective date of the reduction for the most favored customer.

B. ***Maximum Amount***. The lifetime maximum aggregate amount payable by the City under this Agreement is **$20,143,253.40**. This amount may be increased by a validly executed amendment with the City's Department of Finance's certification of the availability of funds. Additionally, this amount may be decreased by a validly executed amendment due to Federal/State recission of funding.

(The following Section is being added to Article IV: Compensation)

C. ***Management Fees/Profit***. The receipt of Management Fees/Profit is based on the achievement of identified performance metrics. The Contractor may charge up to 5% of the total contract realized costs (excluding pass through costs) based on achieving enrollment goals established between the City and the Contractor for the Program Year. Management fees will be payable on a quarterly basis at a rate of 1.25% each quarter for each federal grant (WIOA Adult, WIOA Dislocated Worker, WIOA Youth, Disaster Dislocated Worker Grants, and National Dislocated Worker Grants). The Contractor must obtain 25% of the goal in each quarter to be eligible to receive Management Fees/Profit. The Contractor will be allowed to recuperate funds for any quarter where the performance was not met but was obtained in a subsequent quarter. For example, if the enrollment goal for WIOA Adult is 100 (Q1–25, Q2–50, Q3–75, Q4–100) and the Contractor has 20 enrollments in Q1, the Contractor will not be eligible to receive the management fee/profit in that quarter. However, if the Contractor has at least 50 enrollments in Q2 they are eligible to receive the management fee allowed for Q1 and Q2. The Contractor shall submit a HIRE report quarterly (e.g., July 1st - September 30th, October 1st - December 31st, January 1st - March 31st, and April 1st - June 30th) documenting enrollments for each grant. Contractor shall submit the request under management fees on the monthly cost control for September, December, March, or June.

6. ***Convicted Felon Statement.*** The Contractor swears that it complies with City Code Section 2-8(c). No Contractor principal, member, or officer has, within the preceding five (5) years, been convicted of, or pled guilty to, a felony under state or federal statutes for embezzlement, theft of public funds, bribery, or falsification or destruction of public records.

7. ***Non-Solicitation Statement.*** The Contractor swears that it has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Amendment. The Contractor has not paid or agreed to pay any person, other than a bona fide employee working for it, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from this Amendment.

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

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

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

[SIGNATURES CONTAINED ON NEXT PAGE]

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

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

CITY OF NEW ORLEANS

BY:______________________________
LATOYA CANTRELL, MAYOR

Executed on this 31st **of** May **, 2023 .**

FORM AND LEGALITY APPROVED:
LAW DEPARTMENT

By:______________________________

Printed Name: Tracy Tyler

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

BY:______________________________
MARK DOUGLASS, PRESIDENT

[redacted]
FEDERAL TAX I.D.

[EXHIBIT "A" CONTAINED ON NEXT PAGE]

EXHIBIT "A"

SPECIAL CONDITIONS:

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

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

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

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

D. **Fiscal Funding / Availability of Funding Clause.** In the event federal funds anticipated under the Act should not be received timely, or should be suspended or terminated, in whole or part, the City reserves the right, at its sole discretion, to suspend or terminate this Agreement. The City shall notify the Contractor in writing that the Agreement is suspended or terminated within a reasonable period of time. The City shall not be liable for the payment of any work or services after the date of termination and/or suspension of the federal funds.

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

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

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

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

I. **Goods and Services for Personal Use**. Costs of goods or services for personal use of the Subrecipient's employees are unallowable regardless of whether the cost is reported as taxable income to the employees. Costs of housing (e.g., depreciation, maintenance, utilities, and furnishings, rent), housing allowances and personal living expenses are only allowable as direct costs regardless of whether reported as taxable income to the employees. In addition, to be allowable, direct costs must be approved in advance by the Federal awarding agency. 2 CFR 200.445.

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

K. **Memberships, Subscriptions, and Professional Activity Costs.** Costs of the Subrecipient's membership in business, technical, and professional organizations are allowable. Costs of the non–Federal entity's subscriptions to business, professional, and technical periodicals are allowable. Costs of membership in any civic or community organization are allowable with prior approval by the Federal awarding agency or LWC. Costs of membership in any country club or social or dining club or organization are unallowable. Costs of membership in organizations whose primary purpose is lobbying are unallowable. 2 CFR 200.454.

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

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

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

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

2. Disposition. When real property is no longer needed for the originally authorized purpose, the non–Federal entity must obtain disposition instructions from the Federal awarding agency or pass-through entity (LWC).

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

P. **Travel**. Professional staff may be required to travel throughout the state while performing their job duties. Subrecipients must have policies and procedures in place related to travel costs. All travel in direct support of this Agreement will be paid to program staff in accordance with the Subrecipients written travel policy and procedure. Subrecipients travel policy and procedure must be approved by the board and comply with the requirements of the Workforce Innovation and Opportunity Act and the Uniform Administrative Guidance, 2 CFR Part 200. Travel costs are the expenses for transportation, lodging, subsistence, and related items incurred by employees who are on official business of the subaward / Subrecipient. For domestic travel to be an allowable cost, it must be necessary, reasonable, allocable, and conform to the grant recipient's written policies and procedures. Costs incurred by employees, including costs of lodging, other subsistence, and incidental expenses, must be considered reasonable, necessary, and otherwise allowable to the extent such costs do not exceed charges normally allowed by the grant recipient in its regular operations as the result of the grant recipients written travel policy.

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

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

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

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

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

T. **Ethics.** The Contractor shall keep informed of and comply with all provisions of the Louisiana Code of Governmental Ethics, La. R.S. 42:1101 et seq., and any and all ethical standards governing Subrecipients/Contractor's receipt of funds pursuant to this agreement. The Contractor further understands that no public employee, or member of his immediate family, except as provided in La. R.S. 42:1120, shall participate in any transaction in which he has a personal substantial economic interest of which he may be reasonably expected to know involving the Contractor.

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

1. **Health Benefit Coverage:** The Contractor must ensure that the use of these funds for health benefits coverage complies with *506 and 507 of Division G of Public Law 113-235, the Consolidated and Further Continuing Appropriations Act, 2015.*

2. **Architectural Barriers:** The Contractor ensures compliance with the Architectural Barriers Act of 1968, 42 U.S.C. 4151 et seq., as amended, the Federal Property

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

3. **Prohibition on Contracting with Corporations with Unpaid Tax Liabilities:** The Contractor may not enter a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless a Federal agency has considered suspension or debarment of the corporation and has made a determination that this further action is not necessary to protect the interests of the Government.

4. **Prohibition on Providing Federal Funds to ACORN:** The Contractor assures that these funds will not be provided to the Association of Community Organizations for Reform Now (ACORN), or any of its affiliates, subsidiaries, allied organizations, or successors.

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

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

1. The Copeland "Anti-Kickback" Act (40 U.S.C. 3145) as supplemented in Department of Labor regulations (29 CFR Part 3), which:

   a. applies to all contracts and subgrants for construction or repair, and
   b. generally, prohibits federal contractors or subcontractors engaged in building construction or repair from inducing an employee to give up any part of the compensation to which he or she is entitled under his or her employment contract and requires such contractors and subcontractors to submit weekly statements of compliance.

2. The Davis Bacon Act (40 U.S.C. 3141-3148) as supplemented by Department of Labor regulations (29 CFR Part 5), which:

   a. applies to construction contracts in excess of $2,000 awarded by grantees and subgrantees when required by Federal grant program legislation and
   b. requires all contractors and subcontractors performing work on federal or District of Columbia construction contracts or federally assisted contracts in excess of

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

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

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

   a. applies to construction contracts awarded by grantees and subgrantees in excess of $2,000, and in excess of $2,500 for other contracts which involve the employment of mechanics or laborers; and
   b. requires contractors and subcontractors on covered contracts to pay laborers and mechanics employed in the performance of the contracts one and one-half times their basic rate of pay for all hours worked over 40 hours in one workweek; and
   c. prohibits unsanitary, hazardous, or dangerous working conditions on federal and federally financed and assisted construction projects.

4. Any and all requirements of WIOA pertaining to patent rights, copyrights, and rights in data.

5. All applicable and/or mandatory standards, policies, orders, and requirements issued under and/or relating to:

   a. Section 306 of the Clean Air Act, 42 U.S.C. 1857(h),
   b. Section 508 of the Clean Water Act, 33 U.S.C. 1368,
   c. Executive Order 11738,
   d. Environmental Protection Agency regulations, 40 CFR Part 15; and
   e. Energy efficiency in the state's energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).
   f. Any and all other applicable state law as found in Chapter 14 of Title 23 of the Louisiana Revised Statutes.

[END OF AGREEMENT]

Exhibit "B"

STATE OF LOUISIANA
LOUISIANA WORKFORCE COMMISSION
INTERGOVERNMENTAL AGREEMENT

Be it known, that the **Louisiana Workforce Commission** (hereinafter sometimes referred to as "LWC" or State) with its principal place of business at 1001 North 23rd Street, Baton Rouge, Louisiana 70802, and **City of New Orleans** (hereinafter sometimes referred to as "Contractor") whose address is located at 1300 Perdido Street, Room 2E10, New Orleans, Louisiana 70112, do hereby enter into a contract under the following terms and conditions.

Term of Contract

This contract shall begin on January 1, 2023, and end on June 30, 2023.

Goal and Objectives

The purpose of this Contract is to retain the service of the Contractor to provide training as Certified Line Workers to eligible individuals through Delgado Community College, an approved State provider on the Eligible Provider list. Title I of the Workforce Innovation and Opportunity Act ("WIOA") authorizes programs to provide job search, education, and training activities for unemployed and underemployed individuals seeking to gain or improve their employment prospects. These workforce development programs and activities are coordinated and delivered through the One-Stop delivery system, composed of local workforce development areas that are sub-recipients of WIOA funding. To be eligible for training services, an individual must, among other things, be (1) unlikely or unable to obtain or retain employment that leads to economic self-sufficiency, and (2) in need of training services to obtain or retain employment that leads to economic self-sufficiency. Moreover, WIOA stipulates that for funds allocated to a local area for adult employment and training activities, priority is to be given to recipients of public assistance, other low-income individuals, and individuals who are basic skills deficient for career and training services.

The rigid eligibility requirements for eligibility have created a barrier to receiving services for those who come close but fall slightly short of the low-income requirements. For this reason, our state's legislature, in the 2022 Legislative Session, allocated funding to the Office of Workforce Development payable out of the State General Fund by Statutory Dedications for pilot programs to supplement WIOA funds to train unemployed workers.

Scope of Services

The Contractor agrees to conduct training for up to ten (10) adult participants for sixteen (16) weeks, Monday-Thursday from 7:00 a.m. - 5:30 p.m., in the following areas:

- Certified Line Worker Training;
    - National Center for Construction Education and Research (NCCER) - Power Line Worker Level 1 with modules from 2 & 3
- Training skills to include alternating current/direct current; climbing poles; stringing cable; installing transformers and other pole-top equipment; identifying defective devices such as fuses, switches, and wires; laying underground cable, and inspecting and testing power lines; and
- Training concepts include: applying knowledge learned during training to the work environment; defining how the various parts of the distribution system interact and diagnosing how any changes or malfunctions in its parts will affect the system; Solving problems involving limited options by applying common sense understanding, such as selecting the correct cutting tool or proper size wire for a job; listening to and understanding customers' needs; understanding mechanical relationships in practical situations, such as understanding leverage, how pulleys work and the direction gear arrangements turn; and visualizing length, width, thickness, height or depth and the differences among shapes, widths or lengths.

Deliverables

The Contractor will:

- Provide Certified Line Worker credentials in Certified Line Worker, NCCER Core, NCCER Power Line, OSHA 10, and CPR First Aid Basic Plus.

- In partnership with the Delgado Community College, provide transitional activities and wrap-around student support services, including case management.

- Upon conclusion of training and/or services, the contractor will provide a list of participants who have successfully completed the training and/or services to LWC along with a copy of all credentials issued upon completion of the training.

- The contractor will also submit a final report on program evaluation to the LWC Program Coordinator by July 31, 2023. The final report shall, at minimum, discuss program outcomes, successes, and challenges of the training program.

Performance Measures and Monitoring Plan

Rufus Nwogu, contract monitor, LWC Office of Workforce Development, will ensure adherence to the requirements and completion of this contract. Quanda Charles will serve as the contract administrator and LWC's point of contact. During the contract period, Contractor and LWC will collaborate in reviewing the Performance Measures to ensure such measures are reasonably attainable.

The performance will be based on the number of participants enrolled in the program who are area residents in need of workforce services to improve employment opportunities, unemployed and underemployed including youth (ages 18-24), adults, ex-offenders, and other populations who need reemployment assistance. Participants that successfully complete the program, will meet the project goal of re-entering the workforce and filling the labor market gaps in the region.

The Contractor is responsible for ensuring program success, including evaluation and feedback on the program.

The Performance Measures to be monitored include:

- **Eligibility** – All participants must be U.S. Citizens, 18 years of age or older prior to enrollment in the training program under this contract;

- **Enrollment** - The number of participants enrolled in the program must be provided to LWC and not exceed the approved contractual amount;

- **Training** – Educate up to 10 participants, with a minimum of 18 or 90% successfully completing the program;

- **Quality of Learning** - Instructor-led classes along with training materials for each participant must be delivered and documented; and
- **Credentials** – A copy of all credentials and/or certificates of completion issued.

The contractor is required to furnish a report on the named Performance Measures upon contract completion by the deadline(s) indicated within the contract Deliverables.

Payment Terms

In consideration of the services described above, the State hereby agrees to pay the Contractor a maximum fee of up to $9,550.00 per participant for a total of $95,000.00 for ten (10) participants. The fee will cover the cost of their tuition as participants in the Certified Line Worker Program. Travel and other reimbursable expenses shall constitute part of the maximum payable under this contract and shall be reimbursed in accordance with the Division of Administration PPM 49.

Invoices shall be submitted within 30 days of enrollment and/or completion with adequate documentation to support the participation of each participant. It is the responsibility of the Contractor to advise the agency in advance if contract funds or contract terms may be insufficient to complete contract objectives. The final invoice must be received no later than July 30, 2023.

Upon successful completion or progress to the satisfaction of the State, payment shall be made within 30 days of receipt of an invoice. Payments are subject to the approval of the Secretary of the Louisiana Workforce Commission or her designee, in accordance with the terms and conditions of this social services agreement.

New Orleans Workforce Development Board Invoices shall be sent to:

LOUISIANA WORKFORCE COMMISSION
ATTN: Rufus Nwogu
Office of Workforce Development
1001 North 23rd Street
Baton Rouge, LA 70802

Payments will be remitted by LWC to The New Orleans Workforce Development Board:

ATTN: Sunae Villavaso, Director
New Orleans Workforce Development Board
3400 Tulane Avenue, Suite 2000
New Orleans, Louisiana 70119

Payment shall be made within 30 days of receipt of the invoice. Payment will be made only on approval of the Secretary of the Louisiana Workforce Commission or her designee.

Taxes

Contractor hereby agrees that the responsibility for payment of taxes from the funds thus received under this contract and/or legislative appropriation shall be the Contractor's obligation and identified under Federal Tax Identification Number **72-6000969.**

Before the contract may be approved, La. R.S. 39:1624(A)(10) requires the Office of State Procurement to determine that the Contractor is current in the filing of all applicable tax returns and reports and in the payment of all taxes, interest, penalties, and fees owed to the state and collected by the Department of Revenue. The Contractor shall provide its seven-digit LDR Account Number to the State for this determination. The State's obligations are conditioned on the Contractor resolving any identified outstanding tax compliance discrepancies with the Louisiana Department of Revenue within seven (7) days of such notification. If the Contractor fails to resolve the identified outstanding tax compliance discrepancies within seven days of notification, then the using agency may proceed with alternate arrangements without notice to the Contractor and without penalty.

Termination for Cause

Should the State determine that the Contractor has failed to comply with the contract terms, the State may terminate the contract for cause by giving the Contractor written notice specifying the Contractor's failure. If the State determines that the failure is not correctable, then the contract shall terminate on the date specified in such notice.

If the State determines that the failure may be corrected, the State shall give a deadline for the Contractor to make the correction. If the State determines that the failure is not corrected by the deadline, then the State may give additional time for the Contractor to make the corrections or the State may notify the Contractor of the contract termination date.

If the Contractor seeks to terminate the contract, the Contractor shall file a complaint with the Chief Procurement Officer under La. R.S. 39:1672.2-1672.4.

Termination for Convenience

State may terminate the contract at any time without penalty by giving thirty (30) days written notice to the Contractor of such termination or negotiating with the Contractor a termination date. Contractor shall be entitled to payment for deliverables in progress to the extent the State determines that the work is acceptable.

Remedies for Default

Any claim or controversy arising out of this contract shall be resolved by the provisions of La. R. S. 39:1672.2 – 1672.4.

Other Remedies

If the Contractor fails to perform in accordance with the terms and conditions of this contract, or if any lien or claim for damages, penalties, costs and the like is asserted by or against the State, then, upon notice to the Contractor, the State may pursue all remedies available to it at law or equity, including retaining monies from amounts due the Contractor and proceeding against any surety of the Contractor.

Governing Law

This contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana, including but not limited to La. R.S. 39:1551-1736; rules and regulations; executive orders; standard terms and conditions, special terms and conditions, and specifications listed in the RFP (if applicable); and this contract. Venue of any action brought, after exhaustion of administrative remedies, with regard to this Contract shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

Record Ownership

All records, reports, documents and other material delivered or transmitted to Contractor by State shall remain the property of State, and shall be returned by Contractor to State, at Contractor's expense, at termination or expiration of this contract. All records, reports, documents, or other material related to this contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of State, and shall, upon request, be returned by Contractor to State, at Contractor's expense, at termination or expiration of this contract.

Commissioner's Statements

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

Contractor's Cooperation

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

Assignability

Contractor may assign its interest in the proceeds of this contract to a bank, trust company, or other financial institution. Within ten calendar days of the assignment, the Contractor shall provide notice of the assignment to the State and the Office of State Procurement. The State will continue to pay the Contractor and will not be obligated to direct payments to the assignee until the state has processed the assignment.

Except as stated in the preceding paragraph, Contractor shall only transfer an interest in the Contract by assignment, novation, or otherwise, with prior written consent of the State. The State's written consent of the transfer shall not diminish the State's rights or the Contractor's responsibilities and obligations.

Right to Audit

Any authorized agency of the State (e.g. Office of the Legislative Auditor, Inspector General's Office, etc.) and of the Federal Government has the right to inspect and review all books and records pertaining to services rendered under this contract for a period of five years from the date of final payment under the prime contract and any subcontract. The Contractor and subcontractor shall maintain such books and records for this five-year period and cooperate fully with the authorized auditing agency. Contractor and subcontractor shall comply with federal and state laws authorizing an audit of their operations as a whole, or of specific program activities.

Fiscal Funding

The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated. Such termination shall be without penalty or expense to the State except for payments which have been earned prior to the termination.

Cybersecurity Training

In accordance with La. R.S. 42:1267(B)(3) and the State of Louisiana's Information Security Policy, if the Contractor, any of its employees, agents, or subcontractors will have access to State government information technology assets, the Contractor's employees, agents, or subcontractors with such access must complete cybersecurity training annually, and the Contractor must present evidence of such compliance annually and upon request. The Contractor may use the cybersecurity training course offered by the Louisiana Department of State Civil Service without additional cost or may use any alternate course approved in writing by the Office of Technology Services.

For purposes of this Section, "access to State government information technology assets" means the possession of credentials, equipment, or authorization to access the internal workings of State information technology systems or networks. Examples would include but not be limited to State-issued laptops, VPN credentials to credentials to access the State network, badging to access the State's telecommunications closets or systems, or permissions to maintain or modify IT systems used by the State. Final determination of scope inclusions or exclusions relative to access to State government information technology assets will be made by the Office of Technology Services.

Code of Ethics

The Contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contractor in the performance of services called for in this contract. The Contractor agrees to immediately notify the state if potential violations of the Code of Governmental Ethics arise at any time during the term of this contract.

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

(i) An administrative officer or official of a governmental entity who is not filling an elective office.

(ii) Appointed by any elected official when acting in an official capacity, and the appointment is to a post or position wherein the appointee is to serve the governmental entity or an agency thereof, either as a member of an agency, or as an employee thereof.

(iii) Engaged in the performance of a governmental function.

(iv) Under the supervision or authority of an elected official or another employee of the governmental entity.

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

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

(1) Any member of his immediate family.

(2) Any person in which he has a substantial economic interest of which he may reasonably be expected to know.

(3) Any person of which he is an officer, director, trustee, partner, or employee.

(4) Any person with whom he is negotiating or has an arrangement concerning prospective employment.

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

Discrimination Clause

The Contractor agrees to abide by the requirements of the following nondiscrimination and equal opportunity provisions of the following laws, as applicable: Section 188 of the Workforce Innovation and Opportunity Act of 2014 (WIOA), as amended, which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I financially assisted program or activity, including Title VI and Title VII of the Civil Rights Act of 1964, as amended; the Equal Employment Opportunity Act of 1972, as amended; the Nontraditional Employment for Women Act of 1991, as amended; Federal Executive Order 11246; Section 504 of the Rehabilitation Act of 1973, as amended; the Vietnam Era Veteran's Readjustment Assistance Act of 1974, as amended; Title IX of the Education Amendments of 1972, as amended; the Age Discrimination Act of 1975, as amended; Americans with Disabilities Act of 1990, as amended; the Fair Housing Act of 1968, as amended, and all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR Part 37.

Contractor agrees not to discriminate in its employment practices and shall render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disability, or age in any matter relating to employment.
Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable, shall be grounds for termination of this contract.

Confidentiality

All financial, statistical, personal, technical, and other data and information relating to the State's operations which are designated confidential by the State and made available to the Contractor in order to carry out this contract, or which becomes available to the Contractor in carrying out this contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. Contractor shall not be required to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of this contract, or is rightfully obtained from third parties.

Prohibition of Discriminatory Boycotts of Israel

In accordance with La. R. S. 39:1602.1, for any contract for $100,000 or more and for any contractor with five or more employees, the Contractor certifies that neither it nor its subcontractors are engaged in a boycott of Israel, and that the Contractor and any subcontractors for the duration of this contract, refrain from a boycott of Israel.

The State reserves the right to terminate this contract if the Contractor, or any Subcontractor, engages in a boycott of Israel during the term of the contract.

Amendments

Any modification to the provisions of this contract shall be in writing, signed by all parties, and approved by the required authorities.

Contract Approval

This contract is not effective until executed by all parties and approved in writing by the Office of State Procurement, in accordance with La. R.S. 39:1595.1.

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

STATE OF LOUISIANA
LOUISIANA WORKFORCE COMMISSION

By: ______________________________
Ava Cates *Date*
Secretary

CITY OF NEW ORLEANS

By: ______________________________ 5/31/23
LaToya Cantrell *Date*
Title: Mayor
Telephone: 504-658-4900

FORM AND LEGALITY APPROVED:
Law Department, City of New Orleans