

ORDINANCE

CITY OF NEW ORLEANS

CITY HALL: September 25, 2025

CALENDAR NO. 35,238

NO. _____ MAYOR COUNCIL SERIES

BY: COUNCILMEMBER GREEN (BY REQUEST)

AN ORDINANCE authorizing the Mayor of the City of New Orleans to enter into a Cooperative Endeavor Agreement between the City of New Orleans (the “City”) and New Orleans Workforce Development Board, with a term greater than one year, for the public purpose of developing a quality workforce, serving as focal point for all local and regional workforce development initiative, and facilitate the development of a “seamless one stop workforce delivery system,” consistent with the Workforce Innovation and Opportunity Act, as more fully detailed in the Intergovernmental Agreement form attached hereto as Exhibit “A”; and otherwise to provide with respect thereto.

WHEREAS, pursuant to the authority contained in Article 7, Section (14)(C) of the Louisiana Constitution of 1974, and statutory authority supplemental thereto, the State of Louisiana and its political subdivisions, including the City, may enter into cooperative endeavors with each other, or with any public or private corporation or individual; and further pursuant to Section 9-314 of the Home Rule Charter of the City of New Orleans, the City may enter into cooperative endeavors with any public or private association, corporation, or individual for activities in support of economic growth and other public purposes; and

WHEREAS, the City and New Orleans Workforce Development Board desire to enter into an Intergovernmental Agreement in order to accomplish the valued public purpose of developing a quality workforce, serving as focal point for all local and regional workforce development initiative, and facilitate the development of a “seamless one stop workforce delivery system,” consistent with the Workforce Innovation and Opportunity Act; and

WHEREAS, Section 9-314 of the Home Rule Charter of the City of New Orleans ordains that cooperative endeavor agreements having a term of more than one year must be reviewed and approved by the New Orleans City Council (“Council”); **NOW THEREFORE**

1 **SECTION I. THE COUNCIL OF THE CITY OF NEW ORLEANS HEREBY**
2 **ORDAINS**, That the Mayor, on behalf of the City of New Orleans is hereby authorized to
3 enter into the attached Intergovernmental Agreement with the New Orleans Workforce
4 Development Board, for a term of two (2) years, for the public purpose of developing a quality
5 workforce, serving as focal point for all local and regional workforce development initiative, and
6 facilitate the development of a “seamless one stop workforce delivery system,” consistent with
7 the Workforce Innovation and Opportunity Act.

1 **SECTION II.** That, for the purpose of executing the Intergovernmental Agreement
2 between the City and the New Orleans Workforce Development Board, Rule 57 of the Rules and
3 Regulations of the Council of the City of New Orleans is suspended.

1 **SECTION III.** That said Intergovernmental Agreement is attached to this ordinance as
2 “Exhibit A” and incorporated and made a part hereof.

ADOPTED BY THE COUNCIL OF THE CITY OF NEW ORLEANS _____

PRESIDENT OF THE COUNCIL

DELIVERED TO THE MAYOR ON _____

APPROVED:
DISAPPROVED: _____

MAYOR

RETURNED BY THE MAYOR ON _____ **AT** _____

CLERK OF COUNCIL

ROLL CALL VOTE:
YEAS:

NAYS:

ABSENT:

RECUSED:

EXHIBIT A

**INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN
THE CITY OF NEW ORLEANS AND
THE NEW ORLEANS WORKFORCE DEVELOPMENT BOARD LOCAL
WORKFORCE DEVELOPMENT BOARD RULES AND POLICIES**

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INTERGOVERNMENTAL AGREEMENT
BY AND BETWEEN
THE CITY OF NEW ORLEANS
AND
THE NEW ORLEANS WORKFORCE DEVELOPMENT BOARD
LOCAL WORKFORCE DEVELOPMENT BOARD RULES AND POLICIES

THIS INTERGOVERNMENTAL AGREEMENT (the “**Agreement**”) is entered into by and between the City of New Orleans, represented by LaToya Cantrell, Mayor (the “**City**”), and the New Orleans Workforce Development Board (the “**NOWDB**”). The City and the NOWDB may sometimes each be referred to as a “**Party**,” and collectively, as the “**Parties**.” The Agreement is effective as of July 1, 2025 (the “**Effective Date**”).

RECITALS

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

WHEREAS, the NOWDB is a Mayoral appointed public board, which principal address is located at 1300 Oretha Castle Haley Boulevard, Suite 3000, New Orleans, LA 70113;

WHEREAS, on December 10, 2024, and effective April 1, 2024, the City entered into a Subaward Grant Agreement, attached and incorporated herein as “**Exhibit A**”, with the State of Louisiana, Louisiana Workforce Commission (the “**LWC**”) to receive funds from the Workforce Innovation and Opportunity Act (the “**WIOA**”);

WHEREAS, WIOA Sec. 107(b)(1) requires the establishment of a Local Workforce Development Board in each local area or state receiving WIOA finding;

WHEREAS, the WIOA authorizes the Local Workforce Development Board to provide oversight of employment and training programs consistent with WIOA, the Louisiana Combined State Plan, the local plan, and the Sub Award Grant Agreement;

WHEREAS, the City desires to establish the New Orleans Workforce Development Board as the Local Workforce Development Board;

WHEREAS, the City and the NOWDB desire to enter into an agreement to establish their roles and responsibilities in the administration, supervision and policy oversight of the WIOA services and activities administered through the American Job Center(s), locally known as the JOB1 Business and Career Solutions Center(s);

WHEREAS, the Parties desires to enter into an agreement to establish commitments, shared values, joint processes and procedures that will enable the Job1 Business and Career Solution Centers to integrate WIOA employment and training services into a seamless delivery system;

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

ARTICLE I - THE NOWDB’S OBLIGATIONS

A. Obligations. The NOWDB shall:

1. Develop and submit a local plan to the Governor of the State of Louisiana in coordination with the Chief Elected Official (the “CEO”).

2. Comply with all regulations and requirements set by the Code of Federal Regulation Title 20, Chapter V, Part 675-678, which are incorporated herein by reference, and all other applicable federal and state rules and regulations.

3. Develop a budget for the activities of the NOWDB. This shall be consistent with the local plan, attached and incorporated herein as “**Exhibit B**”.

4. Provide oversight of WIOA to youth, adult and dislocated worker programs. Promote the participation of private sector employers’ through brokering and coaching to connect with the workforce investment system to assist employers in meeting hiring needs.

5. Make available to the public, on a regular basis through open meetings, information regarding activities of the local board.

6. Develop a budget for the purposes of carrying out the duties of the Board in partnership with the CEO.

7. The NOWDB shall comply with all assurances and requirements laid out in The Workforce Innovation and Opportunity Act Board Composition and Certification Handbook, attached and incorporated herein as “**Exhibit C**”.

ARTICLE II - THE CITY’S OBLIGATIONS

A. Obligations. The City shall:

1. Establish a local workforce development board to set policy for the portion of the statewide workforce development system within the local area.

2. Ensure the composition of the membership shall be as required by The Workforce Innovation and Opportunity Act Board Composition and Certification Handbook (Exhibit C).

3. Administer this Agreement through the Office of Workforce Development (“OWD”);

4. Provide the NOWDB with any documents deemed necessary for the NOWD’s performance of any work required under this Agreement;

5. Provide access to Department personnel to discuss the required services during normal working hours, as requested by the NOWDB.

ARTICLE III – FUNDING

A. The City received grant funding from the Workforce Innovation Act. The creation of the NOWDB is funded through the Sub Award Grant Agreement (Exhibit A).

B. The CEO serves as the grant recipient and is accountable for all funds allocated to the NOWDB. Grant oversight is provided by the Mayor’s Office of Workforce Development (“OWD”). OWD is responsible for implementation of the NOWDB operational, programmatic, and fiscal plans; staff management and development; and monitoring processes and outcomes. OWD reports directly to the NOWDB and the NOWDB committees. The NOWDB is responsible for policy making and planning, programmatic and fiscal direction, and oversight through the committee structure. The NOWDB is the governance body for grant purposes and shall direct the

policy development and disbursement of funds for Workforce Innovation Opportunity Act.

C. The City serves as the Fiscal Agent for the NOWDB. The NOWDB will utilize the City of New Orleans' procurement process for the selection of the One Stop Operator(s) and WIOA adult, dislocated worker, and youth service/training providers.

ARTICLE IV - DURATION AND TERMINATION

The term of this Agreement shall be July 1, 2025 to June 30, 2027 as required by The Workforce Innovation and Opportunity Act Board Composition and Certification Handbook to cover the NOWDB's two-year certification period.

ARTICLE X - NON-DISCRIMINATION

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

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

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

ARTICLE XIII - NOTICE

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

1. To the City:

Office of Workforce Development
1307 Oretha Castle Haley Blvd.
New Orleans, LA 70113

&

City Attorney
City of New Orleans
1300 Perdido Street, Suite 5E03
New Orleans, LA 70112

2. To the NOWDB:

New Orleans Workforce Development Board
1307 Oretha Castle Haley Blvd., Suite 3000
New Orleans, LA 70113

B. Effectiveness. Notices are effective when received, except any notice that is not received due to the intended recipient's refusal or avoidance of delivery is deemed received as of the date of the first attempted delivery.

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

ARTICLE XIV - ADDITIONAL PROVISIONS

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

B. Assignment. (i) Neither a Contractor nor subcontractor may assign or transfer its rights, duties, or obligations under this Agreement without the prior written consent of the City, which consent must be approved by a resolution of the City Council. (ii) A transfer requiring the prior written consent of the City, as described in the preceding subsection, shall occur upon a change in ownership of the Contractor or subcontractor. A "change in ownership" shall occur on the date that any one person, or more than one person acting as a group, acquires, directly or indirectly, an aggregate ownership interest in the Contractor or subcontractor that exceeds 50% of the fair market value of the Contractor or subcontractor or 50% of the total voting power of the Contractor or subcontractor. The foregoing shall not apply to the acquisition of additional ownership interests by a person whose ownership interest in the Contractor or subcontractor exceeds 50% of the fair market value of the Contractor or subcontractor or 50% of the total voting power of the contractor or subcontractor as of the effective date of the Agreement.

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

D. Construction of Agreement. Neither party will be deemed to have drafted this Agreement. This Agreement has been reviewed by the Parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of the Parties. No term of this Agreement shall be construed or resolved in favor of or against the City or the NOWDB on the basis of which party drafted the uncertain or ambiguous language. The headings and captions of this Agreement are provided for convenience

only and are not intended to have effect in the construction or interpretation of this Agreement. Where appropriate, the singular includes the plural and neutral words and words of any gender shall include the neutral and other gender.

E. Convicted Felon Statement. The Contractor complies with City Code § 2-8(c) and no principal, member, or officer of the Contractor has, within the preceding 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.

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

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

H. Exhibits. The following exhibits will be and are incorporated into this Agreement:

- Exhibit A: Subaward Grant Agreement
- Exhibit B: Local Plan
- Exhibit C: Louisiana Workforce Commission Board Certification Handbook

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

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

K. No Third-Party Beneficiaries. This Agreement is entered into for the exclusive benefit of the parties and the parties expressly disclaim any intent to benefit anyone not a party to this Agreement.

L. Non-Waiver. The failure of either party to insist upon strict compliance with any provision of this Agreement, to enforce any right or to seek any remedy upon discovery of any default or breach of the other party at such time as the initial discovery of the existence of such noncompliance, right, default or breach shall not affect or constitute a waiver of either party’s right to insist upon such compliance, exercise such right or seek such remedy with respect to that default or breach or any prior contemporaneous or subsequent default or breach.

M. Order of Documents. In the event of any conflict between the provisions of this Agreement any incorporated documents, the terms and conditions of the documents will apply in this order: the Agreement; Exhibit A: Subaward Grant Agreement; Exhibit C: Louisiana Workforce Commission Board Certification Handbook; Exhibit B: Local Plan.

N. Ownership of Records. Upon final payment, all data collected and all products of work prepared, created or modified by the NOWDB in the performance of this Agreement, including without limitation any and all notes, tables, graphs, reports, files, computer programs, source code, documents, records, disks, original drawings or other such material, regardless of form and

whether finished or unfinished, but excluding the NOWDB's personnel and administrative records and any tools, systems, and information used by the NOWDB to perform the services under this Agreement, including computer software (object code and source code), know-how, methodologies, equipment, and processes and any related intellectual property (collectively, "Work Product") will be the exclusive property of City and the City will have all right, title and interest in any Work Product, including without limitation the right to secure and maintain any copyright, trademark, or patent of Work Product in the City's name. No Work Product may be reproduced in any form without the City's express written consent. The City may use and distribute any Work Product for any purpose the City deems appropriate without the NOWDB's consent and for no additional consideration to the NOWDB.

O. Prohibition of Financial Interest in Agreement. No elected official or employee of the City shall have a financial interest, direct or indirect, in this Agreement. For purposes of this provision, a financial interest held by the spouse, child, or parent of any elected official or employee of the City shall be deemed to be a financial interest of such elected official or employee of the City. Any willful violation of this provision, with the expressed or implied knowledge of the NOWDB, shall render this Agreement voidable by the City and shall entitle the City to recover, in addition to any other rights and remedies available to the City, all monies paid by the City to the NOWDB pursuant to this Agreement without regard to the NOWDB's otherwise satisfactory performance of the Agreement.

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

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

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

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

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

ARTICLE XV - COUNTERPARTS

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

ARTICLE XVI - ELECTRONIC SIGNATURE AND DELIVERY

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

[SIGNATURES CONTAINED ON NEXT PAGE]

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

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

CITY OF NEW ORLEANS

BY: _____
LATOYA CANTRELL, MAYOR

Executed on this _____ **of** _____, **2025**

FORM AND LEGALITY APPROVED:
Law Department

By: _____

Printed Name: _____

THE NEW ORLEANS WORKFORCE DEVELOPMENT BOARD

BY: _____
GREGORY CURTIS, BOARD CHAIR

FEDERAL TAX I.D.

[EXHIBITS A- C ATTACHED SEPARATELY]

INTERGOVERNMENTAL AGREEMENT

BY AND BETWEEN

THE CITY OF NEW ORLEANS

AND

THE NEW ORLEANS WORKFORCE DEVELOPMENT BOARD

ACKNOWLEDGEMENT: RECEIPT OF CONTRACT ATTACHMENTS

The Contractor, The New Orleans Workforce Development Board, through Gregory Curtis, its Board Chair, acknowledges electronic receipt of the following documents, which are incorporated into this Agreement:

- Exhibit A: Subaward Agreement
- Exhibit B: Local Plan
- Exhibit C: Louisiana Workforce Commission Board Certification Handbook

BY: _____

GREGORY CURTIS, BOARD CHAIR

Date: _____

Calendar No.

(Rev)

(Exp)

Name Neia LimarExt. 84504

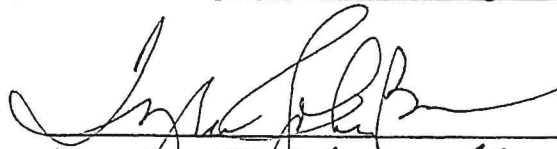
Person responsible for routing _____

**CHECK SHEET TO BE USED FOR
CLEARING ORDINANCES, MOTIONS, AND RESOLUTIONS
BEFORE SUBMISSION TO COUNCIL CLERK**

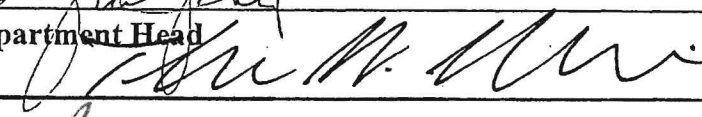
The originating agency shall attach a copy of each proposed ordinance, motion, or resolution to the check sheet for processing in the sequence indicated after preparing a synopsis. The detailed memorandum of explanation shall also be attached to this check sheet.

SYNOPSIS OF DOCUMENT: Intergovernmental Agreement by and between the City of New Orleans and the New Orleans Workforce Development Board to establish the roles and responsibilities of the City of New Orleans and the New Orleans Workforce Development Board in the administration, supervision and policy oversight of the federal Workforce Innovation and Opportunity Act (WIOA) employment and training services and activities administered through the American Job Center(s), locally known as the JOB1 Business and Career Solutions Center. This agreement establishes commitments, shared values, joint processes and procedures that will enable the JOB1 Business and Career Solutions Center to integrate WIOA employment and training services into a seamless delivery system.

1.


 Department Head

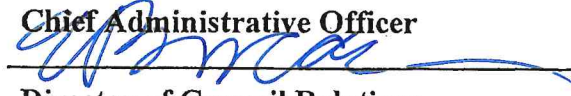
2.


 Department of Law

3.


 Chief Administrative Officer

4.


 Director of Council Relations

5.

 Initials of Sponsoring Council Member

COUNCIL ACTION

Council Members Present: _____

Absent: _____

AMENDMENTS:

FINAL ADOPTION:

MOVED:

2ND:

YEAS:

NAYS:

ABSENT:

RECUSED:

7.

Reviewed by the Chief Administrative Officer after adoption by the City Council and prior to the Mayor's signature.

REF. POLICY MEMORANDUM NO. 3



LEGISLATIVE SUMMARY

TO ACCOMPANY ORDINANCES

BEFORE SUBMISSION TO CLERK OF COUNCIL

Requesting Department or Agency: _____

Name of Contact Person: _____

Telephone Number: _____

Email Address: _____

Initials of Sponsoring Councilmember(s): _____

DETAILED SYNOPSIS OF THE ORDINANCE

Please generally describe the purpose, intent, and effect of the proposed ordinance.



LEGISLATIVE SUMMARY

If the Ordinance is to effectuate a contract, CEA, or other similar agreement (hereafter contract), please provide the following additional information.

☐

If this section is not applicable, please check this box.

The parties involved:

The obligations, expectations, and deliverables of the parties involved:

Any fiscal implications for the City with the contract:

The public purpose and need for the contract:

The duration of the contract:



LEGISLATIVE SUMMARY

If the Ordinance is to effectuate an amendment to the Codes of the City of New Orleans, please provide the following additional information.

☐

If this section is not applicable, please check this box.

The existing provision(s) of the Code being proposed for amendment:

The general content/requirements of the existing Code provision:

How the proposed ordinance will alter the existing Code provision(s):

Why these changes are needed:

REQUESTED ADOPTION DATE: _____

Reference: Council Rule 41 & City Code Section 2-813