

**CITY OF NEW ORLEANS OFFICE OF WORKFORCE DEVELOPMENT
CONSULTING SERVICES AGREEMENT**

BE IT KNOWN that as of _____ (the "Effective Date"), this Agreement is entered into by and between Greater New Orleans Development Foundation, a 501C3 organization (hereinafter referred to as "GNODF") and City of New Orleans, through the Office of Workforce Development (hereinafter referred to as "Contractor")

1. SCOPE OF SERVICES

Contractor hereby agrees to furnish student programming and referral services as outlined in the Statement of Work of the DOL Strengthening Community Colleges Training Grant (Grant number 2460CC000024-01-00) and pursuant to the Scope of Work set forth on Exhibit A attached hereto (hereinafter referred to as "Program Services").

Performance is satisfactory when the Program Services are completed in a timely manner and all incidental matters relating thereto have been resolved. Contractor shall keep GNODF apprised of the status of all matters related to the Program Services by timely contact, either written or verbal.

2. TERMS OF PAYMENT

In consideration of the Program Services to support Partnership, GNODF hereby agrees to pay Contractor the sum of Seventy-Five Thousand Dollars (\$75,000.00) as a fee to work on program services to support partnership. Installment payments shall be made according to schedule in Exhibit A. This fee is not a deposit on future work but a separate fee for program services to support partnership for GNODF during the length of the project and shall only be used for grant related purposes.

3. CONTRACT TERM

The contract shall begin on the Effective Date and shall terminate on June 30, 2028, unless earlier terminated in accordance with the provisions hereof. The term of this contract may be extended by a written amendment duly executed by the contracting parties.

4. ASSIGNMENT

Neither GNODF nor Contractor shall assign any interest in this contract and shall not transfer any interest in same (whether by assignment or novation), without the prior consent of the other party.

5. CONFIDENTIALITY

Contractor recognizes that it will be provided with confidential information from GNODF and agrees to keep all such information confidential, and will surrender the same to GNODF immediately upon the request of GNODF, or termination of this Agreement. Such confidential information shall only be used by Contractor for the benefit of GNODF and not for any other use without the express written consent of GNODF. GNODF understands that this provision does not apply to publicly available information. GNODF understands that the Contractor is subject to the provisions of Louisiana Public Records Law (La. Rev. Stat. §§ 44.1-44.41). The Contractor agrees it will endeavor to ensure confidentiality to the greatest extent of the law. Contractor agrees and assures that data, material, and information disclosed to Contractor for the purposes of this Agreement will not be disclosed to other parties or discussed with other parties without prior consent of GNODF.

6. INDEMNIFICATION AND HOLD HARMLESS

Contractor agrees to indemnify and hold GNODF harmless from and against any and all damages, fines, costs, liabilities, causes of action, suits, judgments and expenses (including reasonable attorney's fees, disbursements, and actual costs), losses and court costs suffered by GNODF, directly or indirectly, solely to the extent based on or arising wholly or substantially out of Contractor's breach of any term or condition of this Agreement or out of the failure of Contractor to follow the directions of GNODF related to this Agreement or the failure of Contractor to respond reasonably and promptly to any request of GNODF for documents or other assistance in connection with any audit, inquiry, investigation or request from any government agency related to this Agreement.

GNODF agrees to indemnify and hold Contractor harmless from and against any and all damages, fines, costs, liabilities, causes of action, suits, judgments and expenses (including reasonable attorney's fees, disbursements and actual costs), losses and court costs suffered by the Contractor, including but not limited to any civil penalties levied by any governmental entity or agency against Contractor, its employees or agents and their firms, solely to the extent based on or arising wholly or substantially out of Contractor's performance of services in as requested and in conformity with the directions of GNODF use of any materials or information provided by GNODF or the failure of GNODF to provide timely and accurate compliance directions or otherwise attributable to the fault of GNODF, except to the extent that such losses result from, in whole or in part, the negligence, unlawful or wrongful acts of Contractor.

7. INDEPENDENT CONTRACTOR STATUS

Contractor hereby acknowledges that Contractor is not an employee of GNODF but is an independent contractor of GNODF.

8. TERMINATION

Either party shall have the right to terminate this Agreement, with or without cause, by giving the other party thirty (30) days advance written notice. In the event of termination, GNODF will pay Contractor the fee specified in section 2 on a daily pro rata basis until and including the effective date of termination and will pay Contractor for all reimbursable out of pocket expenses incurred prior to the date of notice of termination.

9. NOTICE

Notices sent pursuant to the terms of this Agreement shall be sent via email, certified mail, return receipt requested, or overnight courier to the following addresses:

If to GNODF: Greater New Orleans Development Foundation
 Attention: Michael Hecht
 1100 Poydras St., Suite 3475
 New Orleans, LA 70163

If to Contractor: City of New Orleans Office of Workforce Development
 Attention: Tammie Washington
 1307 Oretha Castle Haley Blvd., Suite 3000
 New Orleans, LA 70113

City Attorney
1300 Perdido St., Suite 5E03
New Orleans, LA 70112

10. AMENDMENTS

No amendment or modification of this Agreement shall be valid or binding on the parties unless made in writing and signed on behalf of each party by their respective representatives.

11. CAPTIONS

The captions or headings in this Agreement are for convenience only and do not define or limit the scope or extent of this Agreement.

12. COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which when taken together shall be deemed one and the same Agreement.

13. GOVERNING LAW

This Agreement shall be construed in accordance with and governed by the laws of the State of Louisiana.

14. CONVICTED FELON STATEMENT

GNODF complies with City Code § 2-8(c) and no principal, member, or officer of GNODF has, within the preceding five 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.

15. AUDIT AND INSPECTION

GNODF will submit to any City audit, inspection, and review and, at the City's request, will make available all documents relating or pertaining to this Agreement maintained by or under the control of GNODF, its employees, agents, assigns, successors and subcontractors, during normal business hours at GNODF's office or place of business in Louisiana. If no such location is available, GNODF will make the documents available at a time and location that is convenient for the City.

GNODF will abide by all provisions of City Code § 2-1120, including but not limited to City Code § 2-1120(12), which requires GNODF to provide the Office of Inspector General with documents and information as requested. Failure to comply with such requests shall constitute a material breach of the contract. GNODF agrees that it is subject to the jurisdiction of the Orleans Parish Civil District Court for purposes of challenging a subpoena.

16. NON-SOLICITATION STATEMENT

GNODF has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement. GNODF 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 Agreement.

17. ELECTRONIC SIGNATURE

GNODF and Contractor 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.

18. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement of the parties relating to the subject matter contained in this Agreement, supersedes all prior written and oral agreements and understandings relating to such subject matter and cannot be modified or amended except by a written instrument executed by both parties to this Agreement.

Greater New Orleans Development Foundation

By: _____
Name: _____
Its: _____

City of New Orleans

Office of Workforce Development

By: _____

HELELENA N. MORENO
MAYOR

EXHIBIT A SCOPE OF WORK

DETAILED SCOPE OF WORK

- Assess, identify, and refer candidates for enrollment and training in grant-aligned programs
- Partner with the institutions in the Consortium to maximize potential WIOA funding for students in grant-aligned programs by participating in program information sessions and career fairs
- Partner with GNODF to recruit employer partners into the Greater New Orleans Infrastructure Partnership
- Provide additional wrap-around supportive services for participants enrolled in the SCC4 career pathways
 - These supportive services may include, but are not limited to, case management and student support services, work readiness assessment, career coaching, and resume building
- Assist in connecting participants with employers that have openings in the GNOIP career pathways
- Partner with the GNODF to recruit employer partners into the Greater New Orleans Infrastructure Partnership
- Provide continuous feedback to the Consortium about employer and resident/worker needs
- Actively collaborate with Community College partners
 - to develop processes to share information, such as quarterly meetings, to discuss project status, trends identified, and student support needs
 - develop and regularly review referral processes, including standardized intake and referral forms, to ensure that students are placed into career pathways, using a “No Wrong Door” approach
 - engage employer partners.

EXPENSES

Contractor shall be responsible for Contractor’s own business expenses in connection with Contractor’s efforts to fulfill Contractor’s services under this Agreement. However, expenses incurred by Contractor on behalf of Client, such as travel, will be reimbursed by Client, subject to prior approval of Client and proper documentation of such expenses.

PAYMENT SCHEDULE

Installment payments to Contractor will be due upon execution of this contract by both parties, in quarterly installments, within 30 days of receipt of invoice, based on below schedule:

Q2 2026	\$8,333.33	Q4 2027	\$8,333.33
Q3 2026	\$8,333.33	Q1 2028	\$8,333.33
Q4 2026	\$8,333.33	Q2 2028	\$8,333.33
Q1 2027	\$8,333.33		
Q2 2027	\$8,333.33		
Q3 2027	\$8,333.33		

Commented [BM1]: Can GNODF include more details about invoicing requirements/payment details?