1609-141 ORM-09-0826

PROFESSIONAL SERVICES AGREEMENT

BETWEEN

THE CITY OF NEW ORLEANS

AND

GOODWILL INDUSTRIES OF SOUTHEASTERN LOUISIANA, INC.

This Agreement is made and entered into on this 1st day of **June 2009**, by and between the City of New Orleans, herein represented by C. Ray Nagin, Mayor (hereinafter referred to as the City) and Goodwill Industries of Southeastern Louisiana, Inc., represented by William L. Jessee, (hereinafter referred to as Contractor), to operate and manage the JOB1 Business and Career Solutions Centers Central Office, Satellite Center, and Mobile Career Center in accordance with the Workforce Investment Act, CFDA 17.255,17.258,17.260,17.259,93.558

WITNESSETH

Whereas, the United States Congress enacted the Workforce Investment Act of 1998 to consolidate and coordinate the improvement of employment training literacy and vocational rehabilitation programs in the United States; and

Whereas, the Act charges the Governor of the State of Louisiana to designate local Workforce Investment Areas; and

Whereas, the Parish of Orleans, City of New Orleans has been designated as a local Workforce Investment Area; and

Whereas, Mayor C. Ray Nagin is the Chief Elected Official of the local Workforce Investment Area; and

Whereas, the Workforce Investment Act establishes the local Workforce Investment Board, (hereinafter referred to from time to time as the WIB), to set policies for the local workforce system, and in partnership with the CEO, manage and oversee the local workforce investment system; and

Whereas, the City of New Orleans, through its Office of Workforce Development, periodically receives additional Grant Awards from public and private agencies, organizations, foundations, associations, and others, to research, design, implement, monitor, or otherwise

provide workforce development-related programs and services to the general public or targeted populations, as set forth by the Grant/Contractual Agreements; and

Whereas, the City of New Orleans has been allocated TANF/STEP funding through the Louisiana Department of Labor to provide Job Readiness to Temporary Assistance to Needy Families (TANF) recipients; and

Whereas, the Workforce Investment Board has certified Goodwill Industries of Southeastern Louisiana, Inc. as the operator of the JOB1 Business and Career Solutions Center for Adult, Dislocated Worker, Youth, TANF, NEG and other federal, state, local, or privately funded Workforce Development services, that may be identified and approved by the Office of the Mayor, WIB, or both, and made a part of the operation of the JOB1 Business and Career Solutions Centers; and

Whereas, Goodwill Industries, as the JOB1 Business and Career Solutions Center Operator, has demonstrated the necessary expertise to conduct, on the City's behalf, activities pursuant to this Agreement, specifically including specifically administrative implementation and fiscal management, as well as oversight and monitoring of service providers selected by the City; and

Now therefore, the City of New Orleans and the Workforce Investment Board and Goodwill Industries of Southeastern Louisiana Inc., in consideration under the conditions set forth, do agree as follows:

I SCOPE OF SERVICES

A. Goodwill Industries agrees to:

Operate and manage the JOB1 Business and Career Solutions Centers, which include the Central Office, Satellite Office, and Mobile Career Center Unit, and ensure that Workforce Investment Act Adult, Dislocated Worker, Youth, and Wagner Peyser services, as defined in the Workforce Investment Act, the state plan, and the local plan are available, accessible, integrated, and provided to job seeker and business customers. Contractor shall also provide staffing in local facilities where the Office of Workforce Development agrees to partner to provide workforce development services. Operator shall also provide program and fiscal management of other federal, state, and/or local workforce development initiatives as identified and approved by the local WIB and/or the

Office of the Mayor. Contractor shall develop and submit a comprehensive work plan, which shall include, but not be limited to, strategies for implementation of Adult, Youth, and Dislocated Worker Services.

The deliverables to be accomplished by the Contractor pursuant to this Agreement are set forth herein and made a part of this Agreement as follows:

1. Adult Program

Contractor shall:

- a) Provide Workforce Investment Act Adult program services as defined in the Workforce Investment Act.
- b) Ensure that Louisiana Workforce Commission's negotiated performance goals for program year 2009 are monitored, managed, and achieved for Entered Employment Rate, Employment Retention, and Average Earnings. Specific goals for program year 2009 will be provided to Contractor once received from the Louisiana Workforce Commission.
- c) Develop and implement an innovative recruitment strategy to target special populations identified by employers and the New Orleans Workforce Investment Board.
- d) Develop Employee Training Manuals that describe the office and program policies and procedures, flow of services, Workforce Investment Act Regulations, etc. Training must be provided to all current and new employees.
- e) Employ sound and good business practices to ensure all staff (current and new) is qualified and possess the skills required for the positions they fill.

2. Dislocated Worker Program

Contractor shall:

- a) Provide Workforce Investment Act Dislocated Worker program services as defined in the Workforce Investment Act.
- b) Ensure Louisiana Workforce Commission's negotiated performance goals for program year 2009 are monitored, managed, and achieved for Entered Employment Rate, Employment Retention, and Average Earnings.

- Specific goals for program year 2009 will be provided to Operator once received from the Louisiana Workforce Commission.
- c) Develop and implement an innovative recruitment strategy to increase the number of dislocated workers served.
- d) Develop Employee Training Manuals that describe office and program policies and procedures, flow of services, Workforce Investment Act Regulations, etc. Training must be provided to all current and new employees.
- e) Employ sound and good business practices to ensure all staff (current and new) is qualified for and have the skills needed for the position they fill.

3. Youth Program

Contractor shall:

- a) Provide Workforce Investment Act Youth program services as defined in the Workforce Investment Act.
- b) Ensure eligible youth have access to the ten youth program elements described in the Workforce Investment Act.
- c) Ensure Louisiana Workforce Commission's negotiated performance goals for program year 2009 are monitored, managed, and achieved for Placement in Employment or Education, Attainment of Degree or Certification, and Literacy & Numeracy Gains. Specific goals for program year 2009 will be provided to Contractor once received from the Louisiana Workforce Commission.
- d) Develop and implement an innovative recruitment strategy to increase the number of out-of-school youth served.
- e) Develop Employee Training Manuals that describe the policies and procedures, flow of services, Workforce Investment Act Regulations, etc.

 Training must be provided to all current and new employees.
- f) Employ sound and good business practices to ensure all staff (current and new) is qualified for and have the skills needed for the position they fill.

4. Strategies To Empower People (STEP)

Operator agrees to:

- a) Ensure the STEP Program is implemented and managed in accordance with the Grant Agreement between the Louisiana Workforce Commission and the City of New Orleans.
- b) Ensure the following Louisiana Workforce Commission's STEP performance measures are achieved:
 - i. 70% completion rate after two weeks
 - ii. 70% acquiring FITAP certification complete 2nd two weeks

5. Remedies to Cure Deficiencies in Performance

In the event Contractor fails to achieve any of the performance measures set forth herein and made a part hereof, Contractor shall have fifteen (15) business days to submit a Corrective Action Plan to the City's Office of Workforce Development for its review and approval. The Corrective Action Plan shall clearly state the specific performance measures that were not met and insights as to why the performance measures were not met. In addition, the Corrective Action Plan shall include a detailed description of specific action steps that will be undertaken by Contractor to cure the deficiencies, the person(s) responsible for correcting the deficiencies, a timeline in which the corrective action will be implemented, and the anticipated result of proposed corrective action.

Upon receipt of Corrective Action Plan, the City's Office of Workforce

Development shall have ten (10) business days to review and respond to

Contractor. In the event the City fails to approve the proposed Corrective Action

Plan submitted by Contractor, a meeting shall be held between Contractor and the

City, whereby both parties shall jointly devise a strategy to correct the

deficiencies that resulted in failed performance. In the event the joint attempt to

devise a strategy to correct the deficiencies does not result in a strategy acceptable

to the City, then the City shall provide Contractor with written instructions on

how to proceed. Contractor shall adhere to the written instructions provided by

the City. Failure to adhere to the written instructions provided by the City shall constitute a Breach of Contract.

6. Compliance Monitoring, Audit, and Oversight

Contractor shall:

- a) Conduct monitoring and oversight of all Workforce Investment system subcontractors in accordance with WIA, NEG, and ARRA, as well as other relevant federal, state, and local requirements.
- b) Conduct monitoring and oversight of JOB1 Business and Career Solutions Centers services in accordance with WIA, NEG, and ARRA, as well as other relevant federal, state, and local requirements.
- c) 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. 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 of New Orleans for failure to address or resolve observations and findings in a timely and efficient manner.

7. Reporting

Contractor shall:

- a) Provide the Office of Workforce Development with a quarterly update of work plan and budget by the 10th working day at the start of each quarter (October, January, and April). Work plan should include number served, recruitment strategy, service delivery strategy, delivery of work readiness seminars, staff development plan, business services plan (e.g., number of employer visits, job fairs, and recruitment strategy), outcomes, corrective actions, etc.
- b) Provide the Office of Workforce Development with monthly Performance

 Measurement Review and Financial Expenditure Reports by the 5th

 working day of each month.
- Provide timely submission of accurate programmatic and fiscal report as requested by the Louisiana Workforce Commission and the City of New Orleans.

8. Property and Equipment

Contractor shall:

- a) 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 and a value of \$500.00 or greater.
- b) Maintain items with a per-unit purchase price of \$500.00 or greater on the Inventory Record.
- c) Conduct a formal inventory at least every two years and reconcile with the property records.
- d) Provide invoices for all items with a per-unit cost below \$500.00 upon request.
- e) Provide notification to the Office of Workforce Development's

 Compliance Monitor of all furniture and/or equipment scheduled for
 disposition to ensure local and state policy coordination with the Louisiana

 Workforce Commission.
- f) Follow and maintain all grant required procurement procedures and records for all affected purchases.
- g) Oversee reasonable maintenance of furniture and equipment, and safeguard against abuse, destruction, and theft from the point of purchase to the disposition of items.
- h) Prior written approval from the Louisiana Workforce Commission and the City of New Orleans is required to purchase equipment. Unless its existing policy is more stringent, Contractor shall follow appropriate Local, State and/or Federal procurement guidelines in all procurement matters.

9. Other Workforce Development Programs

Contractor may, at the City's discretion:

a) Operate and manage any additional Workforce Development Programs where the City of New Orleans receives grants, or other sources of funding to be governed by the New Orleans WIB and/or the Mayor's Office of Workforce Development for the provision of workforce development services through the JOB1 Business and Career Solutions Center.

10. Certification/Assurances

Contractor certifies that all the activities of this Agreement shall be operated in compliance with the Workforce Investment Act ("WIA or "the Act"). Certifications and assurances incorporated by reference and a part of this agreement include the following:

- Certification Regarding Lobbying (29 CFR Part 93)
- Drug Free Workplace Requirements Certification (29 CFR Part 98)
- Non-Discrimination & Equal Opportunity Assurance(29 CFR Part37)
- WIA General Program Requirements: WIA Section 195
- WIA Title I Program & Administrative Regulations: 20 CFR Part 671; 20 CFR Part 667, Subpart B Administrative Rules, Cost and Limitations and to 20 CFR Part 663 Adult and Dislocated Activities.
- Veteran's Priority Provision
- Uniform Administrative Requirements 29 CFR Parts 97 for State/Local Government and Indian Tribes
- Cost Principles OMB Circular A-87, for State/Local Government
- Audit 29 CFR Parts 96 and 99 Audit requirements

B. The City of New Orleans, through its Workforce Investment Board, Agrees to:

- Provide policy guidance and oversight to Contractor in delivery of services.
- Execute and manage the local Memorandum of Understanding with One Stop partners.
- Provide leadership and coordination to local Workforce Investment System.
- 4. Provide administrative oversight and policy guidance to Contractor relative to federal, state and local policy and regulations.
- 5. Provide technical assistance and training to the operator as needed.

- 6. Process payments upon review and approval of invoices consistent with approved budget.
- 7. Coordinate implementation of data management services for JOB1 system
- 8. Monitor all program funded through this contract services in accordance with WIA, NEG, and ARRA federal, state, and local requirements.

SECTION II - COMPENSATION / METHOD OF PAYMENT

Thirteen Million Four Hundred Eleven Thousand Five Hundred Forty-eight Dollars.

Compensation for this agreement is authorized in local plan as \$3,517,006 for WIA adult services, dislocated worker, youth services, Keytrain services; \$266,741 for STEP services; \$3,629,309 for ARRA services and 5,998,492 of projected carryover for NEG services. The City shall authorize reimbursement expenditures under this Agreement consistent with approved budget. The City shall have the option to increase the amount of compensation, through a written amendment of this Agreement, pending availability of funds. It is acknowledged and understood by Contractor that it is responsible for maintaining general ledger, original invoices, receipts and monthly reports when submitting for reimbursement of items and service provided under this Agreement.

Payments made under this contract are contingent upon the availability/allocation of funds, and disbursed on a cost reimbursement basis in accordance with OMB Circulars A-110, A-122, and A-133. Contractor agrees to submit adequate back-up documentation to the City of New Orleans with each invoice or payment request. Contractor shall be responsible for requiring the same from its sub-contractor and vendor invoices. Contractor agrees that at no time direct program costs for participants, vendors, or service providers otherwise available be delayed or withheld because of contract negotiations or delayed contract processing and routing. It is agreed by the City of New Orleans and Contractor that the contract and budget will be negotiated, formalized, and executed in a timely manner and shall not interfere with, or in any way disrupt the scope, objectives, or deliverables contained herein.

SECTION III -EQUAL EMPLOYMENT OPPORTUNITY

In all hiring or employment made possible by or resulting from this contract there: (1) will not be any discrimination against any employee or applicant for employment because of race, color, religion, gender, age, physical or mental disability or national origin, sexual orientation, creed,

culture, or ancestry and (2) where applicable, affirmative action will be taken to ensure that the Contractor's employees are treated during employment without regard to their race, color, religion, gender, age, physical or mental disability, or 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, gender, age, physical or mental disability, or national origin, sexual orientation, creed, culture, or ancestry.

SECTION IV- NONDISCRIMINATION

As a condition to the award of financial assistance from the Louisiana Workforce Commission of Workforce Investment Act (WIA) - Title I and/or Wagner-Peyser funds, the grant applicant assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws: Workforce Investment Act of 1998 (WIA), as amended, including the Nontraditional Employment for Women Act of 1991; Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; as amended; Title IX of the Education Amendments of 1978, as amended; and all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR Part 37. The United States has the right to seek judicial enforcement of this assurance. This assurance shall be deemed incorporated by operation of law in the grant, cooperative agreement, contract or other arrangement whereby Federal assistance is made available, whether or not it is physically incorporated in such document and whether or not there is written agreement between the State of Louisiana, its recipients and/or sub-recipients. This Assurance may also be incorporated by reference in such grants, cooperative agreements, contracts or other arrangements.

SECTION V - CONFIDENTIALITY

Contractor agrees to abide by all state and federal laws, rules and regulations and City policy respecting confidentiality of an individual's records. Contractor further agrees not to divulge any information concerning any individual to any unauthorized person without the written consent of the individual, employee, client or responsible parent or guardian.

SECTION VI - PUBLICITY

Contractor agrees that any publicity given to the program or service provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs and similar public notices prepared by or for the Contractor shall not identify the City as a sponsoring agency without prior approval. In addition, Contractor shall not display the City's name or logo any manner, including but not limited to, display on Contractor's letterhead or physical plan without the prior written authorization of the City.

SECTION VII - INTANGIBLE PROPERTY

Except as otherwise provided in terms and conditions of the Agreement, the City is free to copyright any books, publications or other copyright materials developed in the course of or under the Agreement. Should any copyright materials be produced as a result of the Agreement, the City shall reserve a royalty-free, non-exclusive and irrevocable right to reproduce, modify, publish or otherwise use and to authorize others to use the work for government purposes.

SECTION VIII - ACCESS TO RECORDS

The state and federal government and the City shall have access to pertinent books, documents, papers and records of the Contractor, any subcontractor, and the City respectively for the purposes of verifying the nature and extent of applicable costs, and making audit examinations, excerpts, and transcripts that are related to the services contracted under this agreement. The parties and their respective subcontractors record retention requirements are five (5) years from the submission of the final expenditure report. If any litigation, claim or audit is started before the expiration of the five-year period, the record shall be retained until all litigation, claims, or audit findings involving the records that have been resolved.

SECTION IX - REQUIREMENTS RELATED TO LOBBYING

Contractor agrees to file and comply with all the prohibitions and requirements to lobbying pursuant to Section 13.52 of Public Law 101-121. Contractor agrees that prohibitions as to federal prohibitions and requirements related to lobbying will be included in all sub-awards at all tiers and that all sub-recipients shall certify and disclose accordingly.

SECTION X - LICENSE REQUIREMENTS

A. Contractor shall comply with all federal, state and City license and/or certification requirements, if applicable.

- B. Contractor is responsible to ensure that employees and/or subcontractors are appropriately licensed, if applicable.
- C. Contractor shall, upon request, provide copies of all appropriate federal, state and/or city licenses and certifications held by Contractor and/or its employees to the City, if applicable.

SECTION XI - GRIEVANCE PROCEDURES

- A. Contractor agrees to have in place a grievance process by which client complaints against the agency with respect to prevention funded services might be addressed.

 This process must be in place by the end of the first quarter of the Agreement period.
- B. Contractor will include, in each monthly progress report, a summary of any complaint filed under this process as well as current status of, and final disposition of, any such complaints.

SECTION XII - ASSIGNABILITY

The Contractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same, without the prior written consent of the City.

SECTION XIII - CONFLICT OF INTEREST

In the interest of insuring that other efforts of the Contractor do not conflict with the interest of the City, and in recognition of Contractor's professional responsibility to the City, Contractor agrees to decline any offer of employment of its independent professional work on behalf of the City which is likely to be adversely affected by the acceptance of such employment. The initial determination of such responsibility rests with Contractor. It is incumbent upon Contractor to notify the City and provide full disclosure of the possible effects of such employment on Contractor's independent, professional work in or on behalf of the City. Final decision on any disputed offers of other employment for Contractor shall rest with the City.

SECTION XIV - INDEMNIFICATION

Contractor shall indemnify and save the City harmless against any and all claims, demands, suits, judgment of sums of money to any party accruing against the City for loss of life or injury or damage to persons or property growing out of, resulting from, or by reason of any act or omission or the operation of Contractor, its agents, servants or employees while engaged in or

about or in connection with the discharge or performance of the services to be done or performed by Contractor hereunder and shall also hold the City harmless from any and all claims and/or liens for labor, services, or materials furnished to Contractor in connection with the performance of its obligation under this Agreement.

SECTION XV - ACKNOWLEDGMENT OF EXCLUSION OF WORKER'S COMPENSATION

Contractor herein expressly agrees and acknowledges that it is an independent contractor as defined in La. R.S. 23:1021(6), and as such it is expressly agreed and understood between the parties hereto, in entering into this professional services agreement, that the City of New Orleans shall not be liable to Contractor for any benefits or coverage as provided by the Worker's Compensation Law of the State of Louisiana; and further, under the provisions of La. R.S. 23:1034, anyone employed by the Contractor shall not be considered an employee of the City for the purpose of Worker's Compensation coverage.

SECTION XVI -ACKNOWLEDGEMENT OF EXCLUSION UNEMPLOYMENT COMPENSATION COVERAGE

Contractor herein expressly declares and acknowledges that it is an independent contractor, and as such is contracting with the City under this contract of hire, as noted and defined in La. R.S. 23:1472(E), as amended, and therefore it is expressly declared and understood between the parties hereto, in entering into this Agreement, or contract for hire, and in connection with unemployment compensation coverage only, that:

- A. Contractor has been and will be free from any control or direction by the City, over the performance of the services covered by this contract; and.
- B. The service(s) to be rendered by Contractor is outside the normal course and scope of the City's usual business; and
- C. Contractor has been independently engaged in performing the service(s) listed herein prior to the date of this contract.

Consequently, neither Contractor, nor anyone employed by Contractor, shall be considered an employee of the City for the purpose of unemployment compensation coverage, the same being hereby expressly waived and excluded by the parties hereto.

SECTION XVII - WAIVER OF SICK AND ANNUAL LEAVE BENEFITS

It is expressly agreed and understood between the parties entering into this professional services agreement, that Contractor, acting as an independent agent, shall not receive any sick and annual leave benefits from the City.

SECTION XVIII - JURISDICTION

The undersigned Contractor does further hereby consent and yield to the jurisdiction of the State Civil Courts of the Parish of Orleans and does hereby formally waive any pleas of jurisdiction on account of the residence elsewhere of the undersigned Contractor.

<u>SECTION XIX - CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION</u>

The contractor certifies that neither it nor its principle are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

SECTION XX - AUDITS

It is expressly agreed and understood that the contractors who meet the threshold of federally funded dollars will perform an audit in accordance with federal audit guidelines contained in OMB Circular A-133 - Revised June 24, 1997, Audits of States, Local Governments, and Non-Profit Organizations and any other relevant federal guidelines for any and all contract expenditures in excess of \$500,000.00. Two copies of the said audits are to be forwarded to the Mayor's Office Division of Federal and State Programs upon completion within one (1) year of the agency's fiscal year.

SECTION XXI - SOLICITATION

Contractor has not employed or retained any company or persons, other than bona fide employee working solely for it, to solicit or secure the subject contract. Contractor has not paid or agreed to pay any person, other than a bona fide employee working for him, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the subject contract.

SECTION XXII – EXTENSION

This agreement may be extended at the City's option provided that funds are allocated by the City of New Orleans and the extension of the agreement facilitates the continuity of services provided herein. This agreement may be extended by the City on an annual basis for no longer than five one year periods.

SECTION XXIII - DURATION OF AGREEMENT

This agreement shall terminate on **JUNE 30, 2010**. The party may terminate this contractual agreement by written correspondence within thirty (30) day notice. The City and the Workforce Investment Board shall have the option to extend the terms of this agreement for the continuity of service beyond the termination date by giving written notification to Contractor stating such intentions at least sixty (60) days prior to the termination of this Agreement. For the considerations and under conditions set forth above, Contractor has agreed to perform the specified services for the City of New Orleans, local workforce investment area.

N WITNESS THEREOF:

ATTEST:

CITY OF NEW ORLEANS

C. RAY NAGUN, MAYOR

WILLIAM

GOODWILL INDUSTRIES

of SOUTHEASTERN LOUISIANA, Inc.

<u>7205469060</u> FEDERAL TAX ID

ery Mendy

CITY ATTORNEY APPROVAL

ORM AND LEGALITY APPROVED:

Law Department, City of New Orleans

CERTIFIED COPY OF RESOLUTION

WHEREAS, William L. Jessee is the duly elected President of Goodwill Industries of Southeastern Louisiana, Inc. (hereinafter sometimes referred to as "Goodwill"), and

WHEREAS, the Board of Directors of Goodwill is desirous of Goodwill's entering into those contracts permitted under its Charter and By-Laws, and

WHEREAS, the Board of Directors of Goodwill is desirous of submitting grant applications pursuant to its Charter and By-Laws, and

WHEREAS, it is advisable to have its President execute such contracts and grant applications on behalf of Goodwill.

THEREFORE, BE IT RESOLVED that William L. Jessee is hereby authorized to sign any and all contracts and grant applications in his capacity as President of Goodwill Industries of Southeastern Louisiana, Inc. which are permitted by its Charter and Bylaws, except those relating to the purchase, exchange, sale, donation, mortgage and/or other disposition of real property.

CERTIFICATE

I hereby certify that the undersigned is duly elected Secretary of Goodwill Industries of Southeastern Louisiana, Inc., that the foregoing constitutes a true and correct copy of the Resolution adopted by the Board of Directors of said Goodwill Industries of Southeastern Louisiana, Inc., at its regular meeting, duly held after proper notice, on April 28, 2000, at which a quorum was present and voted, and further that there has been no subsequent action taken by said Executive Committee or the Board of Directors rescinding, amending or otherwise affecting the foregoing Resolution.