

RESOLUTION NO. 06-519

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT BETWEEN THE CITY OF PORT ARTHUR AND OAI, INC. FOR AN EXTENSION OF THE NEIHS/ OAI KATRINA/RITA & MINORITY WORKER TRAINING GRANT (OAI-K-B/MWT) IN PARTNERSHIP WITH PORT ARTHUR BROWNFIELDS, LAMAR COLLEGE PORT ARTHUR, SOUTHEAST TEXAS WORKFORCE, PAEDC AND ISTC, IN A GRANT AMOUNT NOT TO EXCEED \$36,015

**WHEREAS**, the City has been awarded a Job Training Grant from the NEIHS (National Institute of Environmental Health Sciences) funded through OAI, Inc. (Agreement No. 5 U45 ES007850-12) in the amount of \$36,015; and

**WHEREAS**, this grant is for securing marketable job training skills (in accordance with Brownfields Program objectives and the hiring needs of various small and large local industrial groups in the area) for the citizens of Port Arthur; and

**WHEREAS**, this grant will hopefully help provide a means of reducing the huge shortage of skilled laborers needed to provide the manpower for the many industrial jobs expected to come to Port Arthur in the near future; and

**NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ARTHUR:**

**THAT** the City Manager of the City of Port Arthur is hereby authorized and directed to execute on behalf of the City an agreement between the City of Port Arthur and OAI, Inc. to provide certain job training classes for citizens of Port Arthur with the assistance of Lamar College of Port Arthur, ISTC, PAEDC, and

Southeast Texas Workforce in a Job Training Grant in substantially the same form as Exhibit " A".

**THAT** the total contract amount is not to exceed \$36,015.

**THAT** funding for the job training contract is coordinated through the City's Brownfields Program in Account No. 116-0000-331.71-00.

**THAT** a copy of the caption of this Resolution be spread upon the Minutes of the City Council.

**READ, ADOPTED AND APPROVED** on this 19<sup>th</sup> day of December, A.D., 2006, at a Regular Meeting of the City Council of the City of Port Arthur, Texas, by the following vote: AYES:

Mayor Ortiz, City Council Mayor Pro Tem Prince Lewis, Baker, Henderson, Flood, Beard, Williamson & Sinegal.

NOES: None.

Oscar A. Ortiz  
OSCAR ORTIZ, MAYOR

ATTEST:

Evangeline Green  
EVANGELINE GREEN, CITY SECRETARY

APPROVED AS TO FORM:

Mark Sokolow  
MARK T. SOKOLOW, CITY ATTORNEY

APPROVED FOR ADMINISTRATION:

Stephen Fitzgibbons  
STEPHEN FITZGIBBONS, CITY MANAGER

APPROVED AS TO THE AVAILABILITY OF FUNDS:

**Exhibit A**



OAI, inc.

innovative workforce development

180 N. Wabash Avenue, Suite 400

Chicago, IL 60601

main phone: 312/528-3500

fax: 312/528-3501

**Katrina Brownfield Minority Worker Training (OAI BKAT) Program Agreement  
OAI, Inc. and The City of Port Arthur**

OAI, Inc.  
180 North Wabash Avenue, Suite 400  
Chicago, Illinois 60601  
312.528.3500  
Fax: 312.528.3501

The City of Port Arthur, Texas  
444 Fourth Street  
P.O. Box 1089  
Port Arthur, Texas 77641-1089  
409.983.8298  
Fax: 409.982.6743  
Contact: Doris Gill, Brownfields Mgr.

THIS AGREEMENT is hereby entered into by and among OAI, Inc., hereinafter referred to as "OAI" and The City of Port Arthur, Texas, hereinafter referred to as "CITY OF PORT ARTHUR."

**WHEREAS**, OAI holds the fiduciary and grantee role for the Worker Education and Training Program funded by National Institute of Environmental Health Sciences (NIEHS) Cooperative Agreement Grant Number 5 U45 ES007850-12 (revised), it is responsible for the successful implementation of the BKAT-Port Arthur Program and the execution of this agreement.

**WHEREAS**, OAI, the Prime awardee under the same Cooperative Agreement, is the agent responsible for the successful implementation of this agreement and further responsible for providing programmatic direction and has been operating a successful MWT program for 11 years.

**WHEREAS**, CITY OF PORT ARTHUR, an incorporated city in southeast Texas that took a direct hit from Hurricane Rita in September 2005, is a municipal government that administers basic and essential services, including water, sewerage, electrical, educational, social and health service delivery to more than 55,000 citizens.

**WHEREAS**, the missions and program goals of serving underserved populations by the Parties involved are compatible.

**NOW THEREFORE**, the Parties agree to leverage and maximize resources that will enhance overall services and mutually benefit Brownfields impacted communities of Port Arthur; the Parties further agree to the following terms and conditions:

**ARTICLE I. TERM OF AGREEMENT**

This agreement shall be in effect for the period beginning August 1, 2006 and ending on July 31, 2007. Thereafter, this agreement may be extended upon mutual written consent of both parties, depending on successful implementation of training and the availability of NIEHS funds.

**ARTICLE II. SCOPE AND PROJECT REQUIREMENTS**

CITY OF PORT ARTHUR hereby agrees to provide personnel, facilities, resources, materials, supplies, and services necessary for, or incident to, the performance of the work specified in the *Performance Benchmarks* attached hereto as Exhibit A, *Scope and Party Responsibilities* attached hereto as Exhibit B and *Training Plan* attached hereto as Exhibit C, all of which are hereinafter incorporated by reference.

**ARTICLE III. CONSIDERATION**

For the services provided, OAI agrees to pay the CITY OF PORT ARTHUR a total amount not to exceed **\$36,015** for recruitment, training, and trainee job placement. Invoicing shall be in accordance with the *Performance Benchmarks* and *Scope of Work and Party Responsibilities* attached hereto as Exhibits A and B.

**ARTICLE IV. INVOICING AND PAYMENT**

*CITY OF PORT ARTHUR shall submit itemized invoices for payment to OAI on a regular basis and shall include the following information, in the form provided:*

- A. Name of Subcontractor
- B. Grant Agreement Number
- C. Purchase Order Number
- D. Invoice Date
- E. Period for which services were rendered
- F. Description of work performed
- G. Schedule of the performance benchmarks earned during the invoice period and rate allowed for each, multiplied to determine payment requested.
- H. All student and program data related to the performance and necessary for OAI to complete progress, quarterly and final reports.
- I. Evidence of expenditures for reimbursable costs: copies of checks, invoices, payroll records, basis for fringe rate, etc.)
- J. Name, address, and telephone number of person to be notified regarding discrepancies

The address for invoice submission is as follows:

OAI, Inc  
 Attn: Amanda Allen  
 180 North Wabash, Suite 400  
 Chicago, IL 60601

#### **ARTICLE V. AVAILABILITY OF FUNDS**

The continuation of this Agreement and payments hereunder shall be subject to the availability of Federal funds to OAI under Cooperative Agreement Grant Number 5 U45 ES007850-12 (revised). OAI agrees to notify the CITY OF PORT ARTHUR in writing of any and all grant modifications or funding delays that would materially affect the CITY OF PORT ARTHUR in any way. In the event of discontinuation or delay due to unavailability of sufficient funds, reimbursement for work or services already rendered and performed prior to such notice will be made in accordance with the payment provisions of Article IX, TERMINATION

#### **ARTICLE VI. KEY PERSONNEL AND CONTACTS**

Amanda Allen, Program Manager, Pre-Employment Education & Training (PEET), is the point of contact for all programmatic and technical matters, and Virginia Gundlach is the point of contact for all invoicing issues under this Agreement. The programmatic and technical point of contact person is authorized to guide and provide all necessary administrative and management support to the CITY OF PORT ARTHUR in completing the general scope of the work set forth herein.

The CITY OF PORT ARTHUR point of contact is Doris Gill; The CITY OF PORT ARTHUR shall obtain prior written approval from OAI for any changes to be made in this designation.

#### **ARTICLE VII: REPORTS AND OTHER DOCUMENTATION**

The CITY OF PORT ARTHUR shall furnish student and program data that OAI needs to complete monthly, quarterly, progress and final reports. The CITY OF PORT ARTHUR agrees to maintain records at its facilities and make available programmatic and financial information that may be requested for OAI's annual A-133 audit.

#### **ARTICLE VIII. RECORD RETENTION AND AUDIT RIGHTS**

OAI and The CITY OF PORT ARTHUR agree that all information, records and data collected and maintained for the administration of this Agreement shall be protected by all parties from any disclosure which would be unauthorized under applicable regulations, custom and usage, canons or codes of professional ethics unless such information is sought from any Federal or other appropriate official so lawfully entitled.

For three (3) years after final payment is made under this Agreement and all pending matters are closed, the Subcontractor agrees to maintain and to make available to authorized personnel of OAI, NIEHS, and the Comptroller General of the United States, such books, documents, and records as may be necessary for audit purposes or to verify the nature and extent of costs of services rendered under this Agreement. If an audit, litigation, or other action involving the records is started before the end of the three (3) year

period, the Subcontractor agrees to maintain the records until the end of the three (3) year period or until the audit, litigation or other action is completed, whichever is later.

If, pursuant to Paragraphs 3 or 4 of this Section, the Subcontractor is requested to disclose any books, documents, or records relevant to this Agreement for the purpose of Federal, State, or local government audit or investigation, the Subcontractor shall notify OAI of the nature and scope of such request, and shall make available for review, upon written request of OAI, all such books, documents, or records.

#### **ARTICLE IX. TERMINATION**

- (1) Termination for Convenience: This Agreement may be terminated in whole or in part by OAI if so directed by NIEHS for any reason.
- (2) Termination by Mutual Consent: OAI and the CITY OF PORT ARTHUR have the right to mutually terminate this agreement for any cause or reason.
- (3) Termination for Default: In the event that the CITY OF PORT ARTHUR for any cause fails to comply with the terms, provisions, or covenants of this Agreement or for any reason fails to progress with the work specified in said Agreement, then OAI shall have the immediate right to terminate this Agreement.
- (4) General: In the event that termination rights above are invoked, notice of intent to terminate, wherever possible, shall be given with thirty (30) days advance notice in writing. Upon receipt of such notice, the CITY OF PORT ARTHUR shall be paid the reasonable part of all costs incurred for services properly performed under the Agreement and prior to the termination date.

Upon any termination, the CITY OF PORT ARTHUR shall immediately return to OAI program files, books, materials, equipment or other items procured by OAI for work performed herein.

#### **ARTICLE X. NOTICE OF DELAY**

If the CITY OF PORT ARTHUR knows or has reason to know that any actual or potential situation is delaying or threatens to delay the performance of services as required under this Agreement, the CITY OF PORT ARTHUR shall immediately notify OAI thereof and include information pursuant thereto.

#### **ARTICLE XI. SUBCONTRACTING**

The CITY OF PORT ARTHUR shall not enter into any subcontracts with third parties for the work contracted for under this Agreement without the prior written approval of OAI.

#### **ARTICLE XII. INDEMNIFICATION AND INSURANCE**

The CITY OF PORT ARTHUR agrees to indemnify and hold harmless OAI, its employees, and consultants from and against those claims, causes of action, liabilities, costs or expenses, including reasonable attorneys' fees attributable to bodily injury, death or property damage, which the CITY OF PORT ARTHUR may incur or which may be charged, and which are the sole responsibility of the CITY OF PORT ARTHUR.

The Subcontractor shall, at its own expense, maintain a policy or policies of Commercial General Liability Insurance, including auto insurance, to afford minimum protection of not less than \$1,000,000 combined single limit coverage for bodily injury, property damage, or combination thereof; Worker Compensation and Employers Liability Insurance on all of its employees and on all subcontractors who do not themselves maintain Worker Compensation Insurance; and Professional Liability Insurance that includes Directors and Officers Liability coverage and Employment Practices Liability coverage, each of which provides not less than \$1,000,000 for each claim. The Subcontractor agrees to make OAI, Inc. an additional named insured on all of the above insurance policies. The Subcontractor agrees to maintain this coverage for the duration of this Agreement and agrees to provide certificates of coverage to OAI. Upon renewal of an insurance policy, Subcontractor will cause an updated certificate of insurance to be sent to OAI.

#### **ARTICLE XIII. USE OF FEDERAL FUNDS FOR LOBBYING PURPOSES PROHIBITED**

In entering into this contract, the CITY OF PORT ARTHUR certifies, to the best of its knowledge and belief, that:

(1) No Federally appropriated funds have been paid or will be paid by or on behalf of Subcontractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any grant, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, or loan.

(2) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, or loan, the CITY OF PORT ARTHUR shall complete and submit Standard Form-LLL "Disclosure of Lobbying Activities," in accordance with its instructions.

#### **ARTICLE XIV. COMPLIANCE WITH STATUTES, REGULATIONS, AND GRANT REQUIREMENTS**

The CITY OF PORT ARTHUR shall comply with all applicable Federal grant fiscal and programmatic requirements and all the laws, rules, regulations, and determinations of state, local, and federal governmental agencies including, but not limited to, the following:

- A. The terms and conditions of Cooperative Agreement Grant Number 5 U45 ES007850-12 (revised), to OAI
- B. General provisions for Grants and Cooperative Agreements.
- C. Federal regulations regarding retention and custodial requirements and financial management systems, as applicable under OMB Circular No. A-110 and any other applicable policies, guidelines, and requirements including federal cost principles as they relate to acceptance and use of federal funds for a federally assisted project.

The CITY OF PORT ARTHUR shall provide all reasonable facilities and assistance for the safety and convenience of government representatives performing site visits for the purpose of reviewing project accomplishments and management control systems.

#### **ARTICLE XV. NON-DISCRIMINATION**

In delivering services under this Agreement, The CITY OF PORT ARTHUR hereby agrees to comply with the Civil Rights Act of 1964 and any other laws, regulations, or orders which prohibit discrimination including Executive Order 11246, "Equal Employment Opportunity."

#### **ARTICLE XVI. GOVERNING LAW**

This Agreement shall be governed and construed in accordance with the laws of the state of Illinois.

#### **ARTICLE XVII. INSURANCE**

It is hereby agreed and understood that individuals performing the services requested hereunder are the CITY OF PORT ARTHUR employees, and as such, the CITY OF PORT ARTHUR will carry the necessary insurance coverage.

#### **ARTICLE XVIII. NON-ASSIGNMENT**

The CITY OF PORT ARTHUR shall not sublet, sell, assign, transfer, convey, or otherwise dispose of this Agreement, nor any part hereof, nor any right, title or interest herein, nor any of its obligations hereunder, without the prior written approval of OAI. Absent such consent, any assignment so made shall be void.

#### **ARTICLE XIX. MODIFICATION**

No modification of this Agreement, nor any additional or different terms shall be binding on OAI unless the parties agree thereto in writing by an authorized representative of their respective organizations.

#### **ARTICLE XX. ENTIRE AGREEMENT**

This Agreement and its Exhibits and Attachments constitute and contain the entire agreement of the parties hereto, and cancel or supercede any and all previous understandings or agreements

regarding this matter, whether written or oral. All changes to this Subcontract must be agreed to in writing and appropriately witnessed by the Parties hereto.


Headings, titles, and paragraph captions are for convenience and reference only, and in no way define, limit, describe, or affect the scope or intent of this Subcontract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as duly authorized representatives, effective as of the last date of signature below.

**THE CITY OF PORT ARTHUR, TEXAS**

**OAI, INC**

\_\_\_\_\_  
**By: Stephen Fitzgibbons, City Manager**

  
\_\_\_\_\_  
**By: Upawan Reed, President/PI**

\_\_\_\_\_  
**Date**

12-15-06  
\_\_\_\_\_  
**Date**



### Exhibit A: Performance Benchmarks/The City of Port Arthur, Texas

BENCHMARK	NUMBER OF STUDENTS TO ACHIEVE BENCHMARK	RATE PER STUDENT	MAXIMUM PAYMENT
Outreach/Recruitment/Enrollment	30	\$475	\$14,250
BENCHMARK	NUMBER OF STUDENTS TO ACHIEVE BENCHMARK	RATE PER STUDENT	MAXIMUM PAYMENT
Training Completion	24	\$535	\$12,840
BENCHMARK	NUMBER OF STUDENTS TO ACHIEVE BENCHMARK	RATE PER STUDENT	MAXIMUM PAYMENT
Jobs/Project Placement	21	\$425	\$8,925
<b>Total Contract Amount</b>			<b>36,015</b>

#### Required Documentation

Attach to each invoice, within ten (10) days of individual performance completion, the following documentation as required by NIEHS:

#### Outreach/Recruitment:

- Completed intake/application form for each student enrolled including name, contact information and other data that provides reasonable assurance that the participant is a resident affected by the disaster and therefore eligible for training.
- Original, dated, student sign-in attendance record on first day of class

#### Training Delivery:

- Original, dated, student sign-in attendance records for classes completed
- OAI student evaluation forms from each student for each course taken.
- An instructor summary report for each course conducted by THE CITY OF PORT ARTHUR covering instructor's observations and reflections of student motivation, participation, level of interest, anecdotal reports, areas for improvements, and the overall effectiveness of the course.

#### Placement:

- Employer verification of the placement

## **Exhibit B: Scope of Work and Party Responsibilities**

### **CITY OF PORT ARTHUR Responsibilities**

- Provide administrative support through program contacts by designating Doris Gill as Project Coordinator.
- Coordinate schedule of activities including outreach recruitment, intake/assessment, curriculum development, training delivery, case-management, job development/placement and student support and follow-up.
- Achieve the following objectives:
  - Recruit and enroll at least **30** disadvantaged community residents living in or near identified Brownfields areas 18 years old and higher who are unemployed or have been chronically under-employed.
  - **24** participants will complete training.
  - **21** participants will be placed in jobs identified through BKAT training.
  - All participants are to be tracked for a minimum of one year. Tracking is to include employment information (name of employer, dates of employment/retention, wage, and any available anecdotal information) and other positive actions taken by the individuals (e.g., enrolling in community college courses, taking additional health and safety courses, completing higher level trade courses, etc.).
  - Refer trainees to other appropriate services available through CITY OF PORT ARTHUR (drug counseling, transitional housing, tutoring, recreational and cultural activities, etc.)
  - Refer trainees to appropriate services not directly provided by CITY OF PORT ARTHUR.
- Provide transportation for students to and from training sites, field trip locations and other events as appropriate.
- Provide OAI staff access to student files including intake/assessment information, classroom and program records, case files, job placement and follow-up data and other information required by OAI and NIEHS.
- Assist OAI in the preparation of on-site monitoring visit to be conducted by NIEHS or third party evaluator.
- Participate in program planning and evaluation process conducted by OAI.
- Participate in NIEHS-funded meetings and technical workshops as requested by OAI.

### **OAI Responsibilities**

- Provide general oversight and programmatic direction to ensure fiscal and programmatic compliance.
- Assist in the planning and evaluation of all technical training in hazardous waste and environmental remediation. These technical training courses may include but are not limited to Hazardous Waste Operation and Emergency Response, Lead Abatement, Asbestos Abatement, Mold Remediation, Confined-Space Entry, and Underground Storage Removal.
- Assist CITY OF PORT ARTHUR in curriculum integration and development
- Conduct regular site visits.
- Prepare and submit all reports required by NIEHS.
- Through the appointed point of contact person housed at CITY OF PORT ARTHUR, assist CITY OF PORT ARTHUR staff in serving common clients enrolled in BKAT and related programs in such areas as outreach recruitment, intake assessment, program coordination, leadership, GED and life-skills training, case-management support, job placement and follow-up and other duties as assigned.
- Provide all necessary management support and resources to CITY OF PORT ARTHUR to ensure effective coordination and successful attainment of program goals.

## **Exhibit C: Training Plan**

The City of Port Arthur will partner with Lamar College and Industrial Safety Training Council (ISTC) for training. Texas Workforce Commission (TWC) and the Port Arthur Economic Development Corps (PAEDC) will partner collaboratively toward the programs' success.

### **Lamar College of Port Arthur**

Lamar is developing a computer-based training program for two area companies—Bechtel, Inc. and Fluor, Inc. Graduates of this 96-hour program will have the skills needed to become mason helpers and painter helpers for the area companies involved in massive expansion projects beginning in the late spring of 2007. Most training will be offered during the day approximately 8:00am-5:00pm; however, some trainings will be offered in the evenings to reach those residents who are under-employed and unable to quit work to attend training during the day. Lamar will have a contract with each company in which the company guarantees to hire trainees that complete the program. This component to the program provides an outstanding incentive to the trainees to complete the training.

(Lamar was a partner with the City of Port Arthur in its first BKAT grant)

### **ISTC- Industrial Safety Training Council**

ISTC will provide training in fireguard, basic safety plus, and scaffolding. These are the skill areas most in demand by environmental and construction companies hiring in our area. The training block will be 24 hours for the three courses (ISTC was a partner with the City of Port Arthur in its first BKAT grant)

### **PAEDC- Port Arthur Economic Development Corporation**

Once again the PAEDC will provide incentives (\$200 per trainee) for trainees completing the courses in the Port Arthur BKAT program. PAEDC is determining whether or not it can provide the initial drug screening for the applicants. All applicants must pass the drug screen prior to being accepted to the program. If PAEDC cannot pay for the drug screenings, the City of Port Arthur will find another source. (PAEDC was a partner with the City in its first BKAT grant)

### **TWC- Texas Workforce**

TWC will provide recruitment services and limited placement assistance. TWC will also provide TABE testing prior to the applicant's acceptance to the program. Trainees must pass the tests during the Lamar training program or ISTC training program to be hired.

(\*\*Grants for additional support will be sought from the TWC to help the trainees with special services) (TWC was a partner with the City in our first BKAT grant.)

### **City of Port Arthur**

The City of Port Arthur will provide administrative oversight for the training program. The City will provide bus service coupons for the trainees (at cost).

## **Training Components and Student Flow Chart**

<b>Skills Assessment</b>	<b>Provider</b>	<b>Course Hours</b>
TABE Testing	TWC	8
Drug Screening	PAEDC	4
Orientation	Lamar	4

### **Lamar Technical Training (Core Curriculum: Intro to Craft Skills)-**

Lamar Training Program (Approx. 96 hour program per trainee- 6 to 8 weeks)

Basic Safety	Lamar	15
Construction Math	Lamar	15
Hand Tools	Lamar	10
Power Tools	Lamar	5
Blue Prints	Lamar	7.5
Basic Rigging	Lamar	20

Communication	Lamar	5
Employability	Lamar	15

**Note:** The evening training will take up to 12 weeks because of the shorter hours in the evening period. The evening classes are designed for those trainees that are working full time and are under-employed and need to advance themselves)

**Note:** Unit cost per trainee is \$900. The unit includes all training components listed above and Work key Assessments; Skill Gap Training; and Orientation for the program developed by Lamar for Bechtel and Fluor.

**ISTC Technical Training (Training for Construction/ Environmental)**

ISTC Training Program (Approx 22 hours)

Safety Badge (Basic Plus)	ISTC	6
Fire Guard	ISTC	8
Scaffolding (being developed)	ISTC	8

**Note:** The Lamar Program day classes will be held for three hours per day/ five days per week. No lunch provided. Lamar night classes are two hours per day/ three days per week. All ISTC classes will be held during the day only. Students in the morning classes may not be able to attend this portion of the program. Bus transportation will be provided during the day classes only

**Training Construction Workers for Plant Expansions**

