

P. R. No. 14299
8-7-2007 DJG
RESOLUTION NO. 07-361

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT BETWEEN THE CITY OF PORT ARTHUR AND OAI, INC. IN AN AMOUNT NOT TO EXCEED \$86,200 ; AND EXECUTE A CONTRACT BETWEEN THE CITY AND LAMAR COLLEGE PORT ARTHUR TO TRAIN 60 STUDENTS IN AN AMOUNT NOT TO EXCEED \$54,000 FOR THE CONTINUATION OF OUR JOB TRAINING PROGRAM,

WHEREAS, the City has been awarded a Job Training Grant from OAI, Inc in an amount of \$86,200 as denoted in Exhibit "A"; and

WHEREAS, these OAI, Inc. funds are for securing marketable job training skills for 30 trainees (thru NCCER Core Curriculum Training at Lamar; and ISTC training in Scaffold building, Basic Plus Training, Fireguard Training and OSHA 10 Construction Training) for the citizens of Port Arthur and the area; and

WHEREAS, the City has also received job training funds from the Port Arthur Economic Development Corporation (PR-07-286) in the amount of \$52,000 for training 30 students; and

WHEREAS, this combined funding will provide 60 trainees with a means of reducing the shortage of skilled construction 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. in

substantially the same form as Exhibit "A" , and an agreement in substantially the same form as Exhibit "B" between the City and Lamar State College Port Arthur (for training up to 60 total residents) to provide certain job training classes for citizens of Port Arthur with the assistance of ISTC, and TWC in a Job Training Program in substantially the same form as Exhibit " A".

THAT the total payment to Lamar College for training 60 students shall not exceed \$54,000.

THAT funding for the job training contract is coordinated through the City's OAI job Training Program in Account No. 116-000-331.71-00, and the Port Arthur Economic Development Corporation Budget as designated in Resolution 07-286.

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

READ, ADOPTED AND APPROVED on this 14th day of August, A.D., 2007, at a Regular Meeting of the City Council of the City of Port Arthur, Texas, by the following vote: AYES:

Mayor Prince; City Council Chatman, Jones,
Dunderson, Flood, Williamson & Sinegal.
NOES: None.

Deloris Prince
DELORIS PRINCE, MAYOR

ATTEST:

Evangeline Green
EVANGELINE GREEN, CITY SECRETARY

APPROVED AS TO FORM:

Val Sizemore
MARK T. SOKOLOW, CITY ATTORNEY (ON BEHALF OF)
z.pr12131_amended

APPROVED FOR ADMINISTRATION:



STEPHEN FITZGIBBONS, CITY MANAGER

APPROVED AS TO THE AVAILABILITY OF FUNDS:

REBECCA UNDERHILL, DIRECTOR OF FINANCE

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

August 9, 2007

Steve Fitzgibbons, City Manager
City of Port Arthur
444 Fourth Street
P.O. Box 1089
Port Arthur, Texas 77641-1089

Dear Mr. Fitzgibbons:

I am pleased to announce that OAI, inc. has received a grant award from the National Institute of Environmental Health Sciences (NIEHS) to continue our Minority Worker Training (MWT) program for fiscal year 2008. The award enables us to continue this important initiative with the City of Port Arthur.

This letter establishes our intent to enter into a performance-based contract with the City of Port Arthur in the sum of up to \$86,200, to serve 30 Port Arthur residents currently unemployed or underemployed and to delivery of outreach and recruitment, professional development and technical training and placement/follow-up services. The grant period will end July 31, 2008 with the potential for continued funding, based on performance and federal funding availability.

We are delighted to continue our successful partnership and look forward to pursuing additional training opportunities in the future. A complete contract will be sent to your attention next week. Please sign the below statement verifying your intent to accept of this award.

Sincerely,

A handwritten signature in black ink, appearing to read 'Tipawan Reed', is written over a horizontal line.

Tipawan Reed
President

On behalf of the City of Port Arthur, I accept the Minority Worker Training grant award funded through OAI, Inc. by the National Institute of Environmental Health Sciences in the amount of up to \$86,200. I understand a complete contract will be forthcoming.

Steve Fitzgibbons, City Manager

Date

EXHIBIT "B"

STATE OF TEXAS

§

§

COUNTY OF JEFFERSON

§

This is an Agreement between the City of Port Arthur, Texas (referred to in the Agreement as the "City"), and Lamar State College Port Arthur (referred to in this Agreement as the "Lamar").

The purpose of this agreement is for Lamar's staff and/or other designated providers to perform job-training services pursuant to the OAI Katrina Brownfields & Minority Worker Training Program. These services will be performed at Lamar State College-Port Arthur, 1500 Procter Street, Port Arthur, Texas. Lamar and the City are collectively referred to as the "Parties".

RECITALS

The purpose of this Agreement is to state the terms and conditions under which Lamar's staff and/or other designated providers are permitted to conduct a job training program for sixty (60) trainees/participants selected by the Brownfields Job Training Grant Trainee Selection Committee.

In consideration of the mutual promises contained in this Agreement, Lamar and the City agree as follows:

I.

NATURE OF AGREEMENT

A. Lamar shall provide all necessary personnel, equipment, Supplies and facilities necessary to perform the work described in Exhibit "A", Scope of Work, which is attached hereto and is

hereby made a part of this agreement for all purposes. Specifically, Lamar will be responsible for teaching all classes and monitoring students and performance in each class. Lamar will also provide all necessary certifications for the trainees/participants.

B. The Brownfields Job Training Grant Trainee Selection Committee shall provide Lamar with the names of 60 (sixty) trainees/participants prior to the start of class. Each training class will contain a minimum of 15 and a maximum of 20 students.

C. Lamar agrees to do all things necessary to manage and administer all classes specified in Exhibit "A."

D. For the services listed above, City agrees to pay Lamar based on the actual costs of training, an amount not to exceed \$900.00 per trainee. The maximum amount to be paid to Lamar is \$54,000. Thirty (30) trainees will be paid from OAI Inc. funds, and thirty (30) trainees will be paid from the Port Arthur Economic Development Corporation funds.

II.

DURATION OF AGREEMENT

This Agreement shall be in force from August 14, 2007 to December 31, 2007 or the last day of training classes, whichever is later.

II.

TERMINATION OF AGREEMENT

This Agreement may be terminated by either party giving thirty (30) days written notice to the other party of its desire to terminate said Agreement, or said Agreement may be terminated at any time by mutual agreement of the parties.

SIGNED THIS the ____ day of _____, 2007

CITY OF PORT ARTHUR

BY:

**Stephen Fitzgibbons, City Manager
City of Port Arthur**

ATTEST:

Evangeline Green, City Secretary

SIGNED THIS the ____ day of _____, 2007.

BY:

**Dr. Sam Monroe, President
Lamar State College-Port Arthur**

ATTEST:
