

RESOLUTION NO. 09-491

**A RESOLUTION APPROVING TRAINING AGREEMENTS
BETWEEN THE CITY OF PORT ARTHUR SECTION 4A
ECONOMIC DEVELOPMENT CORPORATION AND ITS
SUBCONTRACTORS AS IT PERTAINS TO LIFE
SKILLS/VOCATIONAL TRAINING PROGRAMS**

WHEREAS, on October 20, 2009, per Resolution No. 09-473 the Southeast Texas Regional Planning Commission entered into a contract awarding the City of Port Arthur \$513,309 for the administration of the Social Services Block Grant, of which \$204,059.00 was designated for City of Port Arthur Section 4A Economic Development Corporation's (the "PAEDC") Life Skills/Vocational Training Program; and

WHEREAS, Gulf Coast Career Institute, Inc., K's & D's Industrial Training Center, Inc. and Jireh World Church/Outreach Ministries, Inc. (collectively the "Subcontractors") in collaboration with PAEDC have development programs for life skills, construction skills and medical and technical skills training for entry-level employment (the "Programs"); and

WHEREAS, all persons participating in the Programs shall complete the life skills training curriculum before entering either the construction skills or medical and technical skills training Programs; and

WHEREAS, PAEDC will fund certain administrative costs including instructions, program training material, testing to pre-screen applicants and supply and equipment with the agreement that budgeted funds are initially allocated among the Programs and paid upon completion of training with certain budgeted funds retained until applicants are employed; and

WHEREAS, each Subcontractor will execute its own separate Training Agreement; however, all Subcontractors shall provide documentation and record keeping sufficient to show successful completion of the Programs by the applicants and shall further identify, as permitted by law or regulation, those Port Arthur residents who have accessed the Programs; and

WHEREAS, it is deemed in the best interests of the citizens to approve these Training Grant Agreements between the PAEDC and the Subcontractors in substantially the same form as attached as Exhibits "A", "B" and "C".

WHEREAS, a subcontractors has presented the City with invoices for services that were provided prior to the execution of the training agreement or the award of Social Services Block Grant funds to the City; and

WHEREAS, it is necessary for both PAEDC and the City Council to approve the Subcontractors' invoices, with the stipulation that if it is determined that said invoices are not allowable expenditures of the grant, the PAEDC will be solely responsible for payment of said invoices.

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

Section 1. That the facts and opinions in the preamble are true and correct.

Section 2. That the City County herein authorizes the Port Arthur Section 4A Economic Development Corporation to execute the Training Grant Agreements between the PAEDC and Subcontractors in substantially the same form as attached hereto as Exhibits "A", "B" and "C".

Section 3. That the City Council approves payment of invoices to the Subcontractors, subject to the approval of the PAEDC Board of Directors with the stipulation that if it is

determined that said invoices are not allowable expenditures of the grant, the PAEDC will be solely responsible for payment of Subcontractor invoices.

Section 4. That a copy of the caption of this Resolution shall be spread upon the Minutes of the City Council.

READ, ADOPTED AND APPROVED on this 20th day of October A.D., 2009, at a Meeting of the City Council of the City of Port Arthur, Texas, by the following vote:

AYES:

Mayor Prince; Mayor Pro Tem Segler
Councilmembers Flood, Beach, and
Henderson.

NOES: None

ATTEST:

TERRI HANKS
TERRI HANKS, CITY SECRETARY (on behalf of)

Deloris Prince
DELORIS "BOBBIE" PRINCE, MAYOR

APPROVED:

FLOYD BATISTE
FLOYD BATISTE, PAEDC CEO

APPROVED AS TO FORM:

GUY N. GOODSON
GUY N. GOODSON, EDC ATTORNEY

APPROVED AS TO FORM:



VALECIA R. TIZENO, ACTING CITY ATTORNEY

EXHIBIT "A"

EXHIBIT "A"

**TRAINING AGREEMENT
BETWEEN
CITY OF PORT ARTHUR SECTION 4A
ECONOMIC DEVELOPMENT CORPORATION
AND
GULF COAST CAREER INSTITUTE, INC.**

Executive Summary

The City of Port Arthur Section 4A Economic Development Corporation ("PAEDC") Board has found that the training of construction workers for plant expansion is necessary to promote business enterprises moving to or expanding in Port Arthur, particularly new and expanded petrochemical industries. The PAEDC recognizes the importance of trained individuals in construction trades and in medical and technical fields for entry-level employment.

Gulf Coast Career Institute, Inc., K's & D's Industrial Training Center, Inc. and Jireh World Church/Outreach Ministries, Inc. (collectively the "Subcontractors") in collaboration with PAEDC have developed programs for life skills, construction skills and medical and technical skills training for entry-level employment (the "Programs").

The Subcontractors will provide training through a curriculum approved by PAEDC to meet the requirements of the Social Service Block Grant received by the City of Port Arthur. The PAEDC will serve as a sub-recipient of the grant and will follow the guidelines set forth in the Memorandum of Understanding between the City of Port Arthur and the PAEDC.

All persons participating in the Programs shall complete the life skills training curriculum before entering either the construction skills or medical and technical skill training programs. The grant will be utilized to fund certain administrative costs including instruction, program training materials, testing to pre-screen applicants. PAEDC will also supply equipment.

Each Subcontractor will execute its own separate Training Agreement. Each Subcontractor must provide documentation and record keeping sufficient to show successful completion of the programs by the applicants. The Subcontractor must follow all guidelines as delineated in the MOU between the City of Port Arthur and the PAEDC and provide bi-monthly reports to both entities. The Subcontractor must also identify, as permitted by law or regulation, those Port Arthur residents who have accessed the Programs funded through this Agreement.

**TRAINING AGREEMENT
BETWEEN
CITY OF PORT ARTHUR SECTION 4A
ECONOMIC DEVELOPMENT CORPORATION
AND
GULF COAST CAREER INSTITUTE, INC.**

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**TRAINING AGREEMENT
BETWEEN
CITY OF PORT ARTHUR SECTION 4A
ECONOMIC DEVELOPMENT CORPORATION
AND
GULF COAST CAREER INSTITUTE, INC.**

RECITALS

WHEREAS, a major consideration for businesses deciding where to locate new or expanded enterprises is the availability of workers with the proper knowledge and skill set.

WHEREAS, Section 2(11)(B) of the Development Corporation Act of 1979 authorizes expenditures on job training by the City of Port Arthur Section 4A Economic Development Corporation ("PAEDC") if the PAEDC Board finds the expenditure to be "required or suitable for the promotion of development and expansion of business enterprises and other enterprises....".

WHEREAS, PAEDC is a sub-recipient of the City of Port Arthur ("City") for the Social Service Block Grant (the "Grant") through the Southeast Texas Regional Planning Commission ("SETRPC") and the State Department of Health and Human Services ("HHSC"), an administrative agency within the Executive Department of the State of Texas, in the amount of \$204,059 to train up to 45 applicants in the programmatic areas of life skills, construction skills and medical or technical skills (the "Programs").

WHEREAS, PAEDC has determined that Gulf Coast Career Institute, Inc. has developed a program of services in the area of medical and technical training that meet the instructional and curriculum requirements set forth under the uniform terms and conditions set forth by HHSC, SETRPC and the City, as an allowable expenditure under the Social Services Block Grant.

WHEREAS, the PAEDC will identify up to 45 applicants for participation in the Program beginning after it has received authorization from the PAEDC and the City Council of the City of Port Arthur. The students will complete Life Skills training. Twenty students will be referred to said Subcontractor for medical and technical training. The training must be completed by June 30, 2010.

WHEREAS, the PAEDC desires to set forth in this Agreement the terms and conditions for PAEDC to provide funds for training to the Subcontractor to provide the Programs to meet the employment demands in Southeast Texas.

NOW THEREFORE, the parties agree as follows:

AGREEMENT DATES

AGREEMENT START DATE

1. This Training Agreement ("Agreement") is entered into with an effective date after the final execution of the City's agreement with SETRPC and the City's final execution of a Memorandum of Understanding with the PAEDC, by and between PAEDC, subject to the approval of the Port Arthur City Council and the Subcontractor as herein identified which has executed this Agreement by a duly authorized representative of the Subcontractor.

AGREEMENT END DATE

2. This Agreement expires on June 30, 2010.

PARTIES

3. PAEDC located at 4173-39th Street, Port Arthur, Texas 77642, is a not for profit corporation. It is duly authorized to do business in the State of Texas under Section 4A, Article 5190.6 V.T.C.A. (the Development Corporation Act of 1979), its Board of Directors has approved this Agreement, and this Agreement has been duly authorized by Resolution of the City Council of the City of Port Arthur. As so authorized and as provided by the PAEDC bylaws, the President and Secretary of the PAEDC Board have the authority to execute this Agreement.

4. Gulf Coast Career Institute, Inc., 7100 Regency Square Blvd., Houston, Texas 77036, and its duly authorized representative for purposes of this Agreement is Haywood NP Consulting, Inc..

CONDITIONS PRECEDENT

5. This Agreement has no legal consequences unless and until both the Board of Directors of the PAEDC and the City of Port Arthur City Council approve this Agreement in its final form, subject to the final execution of the City's agreement with SETRPC and the MOU between the City of Port Arthur and the PAEDC.

PROMISED PERFORMANCE

6. The parties agree to perform as follows.

(a) PERFORMANCE BY PAEDC

- (1) Funding in the amount of \$38,500 is allocated to Gulf Coast Career Institute, Inc. subject to the approval of the City and SETRPC. The Subcontractor, Gulf Coast Career Institute, Inc. will provide the following services:

<u>Program Costs</u>	<u>Provider</u>	<u>Budgeted Funds</u>
Medical & Technical Skills Training	Gulf Coast Career Institute, Inc.	30,000.00
Classroom Supplies/Equipment	Gulf Coast Career Institute, Inc.	8,500.00

- (2) For enumerated medical and technical skill training, the following amount shall be paid:

Medical & Technical Training Program – \$1,200 per applicant (25 applicants estimated)

- (3) Perform measures pursuant to HHSC and SETRPC as follows:
- a. Adherence to this Agreement, including all representations and warranties;
 - b. Compliance with project work plans, schedules, and milestones as proposed by CONTRACTOR in its Proposal and as revised by CONTRACTOR and finally approved by HHSC;
 - c. Delivery of the Services and Deliverables in accordance with the service levels and availability proposed in its Proposal and as finally approved or accepted by HHSC;
 - d. Results of audits performed by HHSC or its representatives in accordance with Article 8;
 - e. Timeliness, completeness, and accuracy of required reports; and
 - f. Achievement of performance measures developed by CONTRACTOR and HHSC and as modified from time to time by written agreement during the Initial Term of this Agreement.
- (4) Subcontractor agrees to all terms in City's agreement with SETRPC and the MOU between the PAEDC and the City. Subcontractor will meet all record-keeping and documentation requirements as delineated in the aforementioned documents.

(b) PERFORMANCE BY SUBCONTRACTOR

- (1) Subcontractor shall provide the necessary training on the business premises which is under the care, custody and control of the Subcontractor and provide the Programs as hereinabove described.
- (2) Subcontractor shall train 25 applicants into the Programs and provide the course of curriculum as herein described to provide the medical and technical training including workplace skill and technical skill programs to provide the applicants with skill sets necessary for employment in medical or technical fields.
- (3) Subcontractor shall provide the funding for all additional costs of the Programs including faculty costs, promotion, advertising and administrative charges necessary to manage, coordinate and administer the Programs.
- (4) Subcontractor shall provide PAEDC with a record of classes offered for entry-level training identified herein, the number of students completing each training class, as far as it is allowed by law or regulations to do so, identify Port Arthur residents who have accessed the training classes.

Additionally, it will provide any documentation requested by the City of Port Arthur and SETRPC.

- (5) Subcontractor shall provide PAEDC with a record of the costs expended in each subcategory of the budgeted items for submission by PAEDC and the City of a monthly Social Service Block Grant contractor voucher summary (the "Voucher").

PAEDC'S CONDITIONAL OBLIGATIONS AND LIMITED LIABILITY

7. The PAEDC or the City, at its sole option, may terminate this Agreement for nonperformance or failure to comply with the terms of this contract. In the event of such termination by the PAEDC, the PAEDC may, at its sole option, immediately cease all further funding, if any, required by this Agreement and the PAEDC shall not be liable to Subcontractor or to any third parties for failure to make payments to Subcontractor under the terms and conditions of this Agreement.

8. The PAEDC's sole liability/obligation shall be to Subcontractor and shall be limited to the funding for the Programs detailed in this Agreement. The PAEDC shall not be liable, in contract or otherwise, for any expense, expenditure or cost incurred by or on behalf of Subcontractor related to the Programs except as set forth in this Agreement.

RECORDS / INSPECTION / PAEDC AUDIT

9. All records pertinent to this Agreement shall be retained by Subcontractor.

10. Upon written request, Subcontractor shall provide reports to the City of Port Arthur, SETRPC and HHSC.

11. Upon written request, Subcontractor shall provide PAEDC with all reports reasonably necessary for PAEDC compliance with the Development Corporation Act of 1979 (Article 5190.6 V.T.C.A.) and Chapter 504, Local Government Code.

CHANGES AND AMENDMENTS

12. Any alterations, additions, or deletions to the terms of this Agreement shall be by amendment in writing and executed by all parties to this Agreement and approved by the PAEDC, the City Council, Subcontractor and SETRPC.

13. Any alterations, additions, or deletions to the terms of this Agreement which are required by changes in Federal, state or local law are automatically incorporated into this Agreement without written amendment hereto, and shall become effective on the date designated by such law or regulation.

DEFAULT / TERMINATION

14. In the event of default of any of the obligations of the Subcontractor detailed herein, the PAEDC may, at its sole and exclusive option, withhold and/or disallow further PAEDC payments or incentives to the Subcontractor.

15. In addition to the foregoing, the PAEDC and Subcontractor agree that this Agreement may be terminated at any time when both parties agree, in writing, to the terms and conditions of any such voluntary termination.

ORAL AND WRITTEN AGREEMENTS / PRIOR AGREEMENTS

16. All oral and written agreements between the parties to this Agreement relating to the subject matter of this Agreement that were made prior to the execution of this Agreement have been reduced to writing and are contained in this Agreement.

17. The MOU between the City and PAEDC as well as City's agreement with SETRPC is attached hereto as **Exhibit "A"** and made a part of this Agreement for all purposes and constitutes performance required by Subcontractor in accordance with this Agreement.

VENUE

18. For purposes of litigation that may accrue under this Agreement, venue shall be Jefferson County, Texas, where substantially all the performance will occur.

UNDOCUMENTED WORKERS

19. Subcontractor and any branch, division or department of Subcontractor certifies that they have not and will not knowingly employ an "undocumented worker" which means "an individual who, at the time of employment, is not lawfully admitted for permanent residence to the United States or authorized under law to be employed in that manner in the United States." Subcontractor acknowledges that it has reviewed Chapter 2264, Texas Government Code, attached hereto as **Exhibit "B"** and made a part hereof for all purposes and hereby affirmatively agrees by execution of this Agreement to repay the amount of any grant with interest at the rate of ten (10%) percent per annum not later than the 120th day after the date PAEDC notifies Subcontractor of a violation. Subcontractor acknowledges PAEDC may bring a civil action or cover any amounts owed under this Chapter and further acknowledges that PAEDC may recover court costs and reasonable attorneys' fees incurred in an action brought under §2264.101(a). The Subcontractor is not liable for a violation of this Chapter by a subsidiary, affiliate or franchisee of the Subcontractor or by a person with whom the Subcontractor contracts.

CONFLICT OF INTEREST DISCLOSURE

20. Each Subcontractor shall comply with the Conflict of Interest Policy attached hereto as **Exhibit "C"** together with the Conflict of Interest Policies of the City of Port Arthur,

Texas and shall execute a Vendor Conflict of Interest Questionnaire attached hereto as **Exhibit "D"**.

ADDRESS OF NOTICE AND COMMUNICATIONS

City of Port Arthur 4A Economic Development Corporation
4173 39th Street
Port Arthur, Texas 77642
ATTN: Floyd Batiste, Chief Executive Officer

Gulf Coast Career Institute, Inc.
7100 Regency Square Blvd.
Houston, Texas 77036
Attn: Haywood NP Consulting, Inc.

CAPTIONS

21. This Agreement has been supplied with captions to serve only as a guide to the contents. The caption does not control the meaning of any paragraph or in any way determine its interpretation or application.

ATTORNEY APPROVALS

APPROVED AS TO FORM:

Guy Goodson, Legal Counsel for PAEDC

VERIFIED AS CONSISTENT

WITH CITY COUNSEL RESOLUTION: Resolution Number: _____

City Attorney

AGREEMENT EXECUTION

**CITY OF PORT ARTHUR SECTION 4A
ECONOMIC DEVELOPMENT CORPORATION**

SIGNED AND AGREED TO on the _____ day of _____, 2009.

By: _____
President

By: _____
Secretary

Witness

Witness

GULF COAST CAREER INSTITUTE, INC.

SIGNED AND AGREED TO on the _____ day of _____, 2009.

By: _____

Witness

EXHIBIT "B"

**TRAINING AGREEMENT
BETWEEN
CITY OF PORT ARTHUR SECTION 4A
ECONOMIC DEVELOPMENT CORPORATION
AND
JIREH WORLD CHURCH/OUTREACH MINISTRIES, INC.**

Executive Summary

The City of Port Arthur Section 4A Economic Development Corporation ("PAEDC") Board has found that the training of construction workers for plant expansion is necessary to promote business enterprises moving to or expanding in Port Arthur, particularly new and expanded petrochemical industries. The PAEDC recognizes the importance of trained individuals in construction trades and in medical and technical fields for entry-level employment.

Gulf Coast Career Institute, Inc., K's & D's Industrial Training Center, Inc. and Jireh World Church/Outreach Ministries, Inc. (collectively the "Subcontractors") in collaboration with PAEDC have developed programs for life skills, construction skills and medical and technical skills training for entry-level employment (the "Programs").

The Subcontractors will provide training through a curriculum approved by PAEDC to meet the requirements of the Social Service Block Grant received by the City of Port Arthur. The PAEDC will serve as a sub-recipient of the grant and will follow the guidelines set forth in the Memorandum of Understanding between the City of Port Arthur and the PAEDC.

All persons participating in the Programs shall complete the life skills training curriculum before entering either the construction skills or medical and technical skill training programs. The grant will be utilized to fund certain administrative costs including instruction, program training materials, testing to pre-screen applicants. PAEDC will also supply equipment.

Each Subcontractor will execute its own separate Training Agreement. Each Subcontractor must provide documentation and record keeping sufficient to show successful completion of the programs by the applicants. The Subcontractor must follow all guidelines as delineated in the MOU between the City of Port Arthur and the PAEDC and provide bi-monthly reports to both entities. The Subcontractor must also identify, as permitted by law or regulation, those Port Arthur residents who have accessed the Programs funded through this Agreement.

**TRAINING AGREEMENT
BETWEEN
CITY OF PORT ARTHUR SECTION 4A
ECONOMIC DEVELOPMENT CORPORATION
AND
JIREH WORLD CHURCH/OUTREACH MINISTRIES, INC.**

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**TRAINING AGREEMENT
BETWEEN
CITY OF PORT ARTHUR SECTION 4A
ECONOMIC DEVELOPMENT CORPORATION
AND
JIREH WORLD CHURCH/OUTREACH MINISTRIES, INC.**

RECITALS

WHEREAS, a major consideration for business deciding where to locate new or expanded enterprises is the availability of workers with the proper knowledge and skill set.

WHEREAS, Section 2(11)(B) of the Development Corporation Act of 1979 authorizes expenditures on job training by the City of Port Arthur Section 4A Economic Development Corporation ("PAEDC") if the PAEDC Board finds the expenditure to be "required or suitable for the promotion of development and expansion of business enterprises and other enterprises....".

WHEREAS, PAEDC is a sub-recipient of the City of Port Arthur ("City") for the Social Service Block Grant (the "Grant") through the Southeast Texas Regional Planning Commission ("SETRPC") and the State Department of Health and Human Services ("HHSC"), an administrative agency within the Executive Department of the State of Texas, in the amount of \$204,059 to train up to 45 applicants in the programmatic areas of life skills, construction skills and medical or technical skills (the "Programs").

WHEREAS, PAEDC has determined that Jireh World Church/Outreach Ministries, Inc. has developed a program of services in the area of life skills that meet the instructional and curriculum requirements set forth under the uniform terms and conditions set forth by HHSC, SETRPC and the City, as an allowable expenditure under the Social Services Block Grant.

WHEREAS, the PAEDC will identify up to 45 applicants for participation in the Program beginning after it has received authorization from the PAEDC and the City Council of the City of Port Arthur. All students must complete Life Skills training through the Subcontractor. The training must be completed by June 30, 2010.

WHEREAS, the PAEDC desires to set forth in this Agreement the terms and conditions for PAEDC to provide funds for training to the Subcontractor to provide the Programs to meet the employment demands in Southeast Texas.

NOW THEREFORE, the parties agree as follows:

AGREEMENT DATES

AGREEMENT START DATE

1. This Training Agreement ("Agreement") is entered into with an effective date after the final execution of the City's agreement with SETRPC and the City's final execution of a Memorandum of Understanding with the PAEDC, by and between PAEDC, subject to the approval of the Port Arthur City Council and the Subcontractor as herein identified which has executed this Agreement by a duly authorized representative of the Subcontractor.

AGREEMENT END DATE

2. This Agreement expires on June 30, 2010.

PARTIES

3. PAEDC located at 4173-39th Street, Port Arthur, Texas 77642, is a not for profit corporation. It is duly authorized to do business in the State of Texas under Section 4A, Article 5190.6 V.T.C.A. (the Development Corporation Act of 1979), its Board of Directors has approved this Agreement, and this Agreement has been duly authorized by Resolution of the City Council of the City of Port Arthur. As so authorized and as provided by the PAEDC bylaws, the President and Secretary of the PAEDC Board have the authority to execute this Agreement.

4. Jireh World Church/Outreach Ministries, Inc., 3505 Procter Street, Port Arthur, Texas 77642-8322, and its duly authorized representative for purposes of this Agreement is Simon Carron, Jr.

CONDITIONS PRECEDENT

5. This Agreement has no legal consequences unless and until both the Board of Directors of the PAEDC and the City of Port Arthur City Council approve this Agreement in its final form, subject to the final execution of the City's agreement with SETRPC and the MOU between the City of Port Arthur and the PAEDC.

PROMISED PERFORMANCE

6. The parties agree to perform as follows.

(a) PERFORMANCE BY PAEDC

- (1) Funding in the amount of \$70,019.63 is allocated to Jireh World Church/Outreach Ministries, Inc. subject to the approval of the City and SETRPC. The Subcontractor, Jireh World Church/Outreach Ministries, Inc. will provide the following services:

<u>Program Costs</u>	<u>Provider</u>	<u>Budgeted Funds</u>
Life Skill Training & Monitoring	Jireh World Church/Outreach Ministries, Inc.	54,000.00

Life Skills Follow-up	Jireh World Church/Outreach Ministries, Inc.	7,519.63
Classroom Supplies/Equipment	Jireh World Church/Outreach Ministries, Inc.	8,500.00

- (2) For enumerated life skill training, the following amount shall be paid:

Life Skills Training Program - \$1,200 per applicant (45 applicants)

- (3) Perform measures pursuant to HHSC and SETRPC as follows:
- Adherence to this Agreement, including all representations and warranties;
 - Compliance with project work plans, schedules, and milestones as proposed by CONTRACTOR in its Proposal and as revised by CONTRACTOR and finally approved by HHSC;
 - Delivery of the Services and Deliverables in accordance with the service levels and availability proposed in it Proposal and as finally approved or accepted by HHSC;
 - Results of audits performed by HHSC or its representatives in accordance with Article 8;
 - Timeliness, completeness, and accuracy of required reports; and
 - Achievement of performance measures developed by CONTRACTOR and HHSC and as modified from time to time by written agreement during the Initial Term of this Agreement.
- (4) Subcontractor agrees to all terms in City's agreement with SETRPC and the MOU between the PAEDC and the City. Subcontractor will meet all record-keeping and documentation requirements as delineated in the aforementioned documents.
- (5) PAEDC shall provide the following services for the Subcontractor together with other subcontractors to perform the training anticipated in the MOU between PAEDC and the City in accordance with the Grant from SETRPC:

<u>Program Costs</u>	<u>Provider</u>	<u>Budgeted Funds</u>
Adkins Life Skills Program & Training	PAEDC	15,560.83
Drug Testing	PAEDC	1,875.00
Applicant Background Check	PAEDC	360.00
Legal Services	PAEDC	3,000.00
Monitoring & Administration*	PAEDC	12,243.54

(b) PERFORMANCE BY SUBCONTRACTOR

- (1) Subcontractor shall provide the necessary training on the business premises which is under the care, custody and control of the Subcontractor and provide the Programs as hereinabove described.

- (2) Subcontractor shall train 45 applicants with life skill training and provide the basis for them to pursue a course of curriculum either in construction skills training or medical and technical training as provided by other Subcontractors to provide all applicants with skill sets necessary for employment in the trades or fields for which training is being provided.
- (3) Subcontractor shall provide the funding for all additional costs of the Programs including faculty costs, promotion, advertising and administrative charges necessary to manage, coordinate and administer the Programs.
- (4) Subcontractor shall provide PAEDC with a record of classes offered for entry-level training identified herein, the number of students completing each training class, as far as it is allowed by law or regulations to do so, identify Port Arthur residents who have accessed the training classes. Additionally, it will provide any documentation requested by the City of Port Arthur and SETRPC.
- (5) Subcontractor shall provide PAEDC with a record of the costs expended in each subcategory of the budgeted items for submission by PAEDC and the City of a monthly Social Service Block Grant contractor voucher summary (the "Voucher").

PAEDC'S CONDITIONAL OBLIGATIONS AND LIMITED LIABILITY

7. The PAEDC or the City, at its sole option, may terminate this Agreement for nonperformance or failure to comply with the terms of this contract. In the event of such termination by the PAEDC, the PAEDC may, at its sole option, immediately cease all further funding, if any, required by this Agreement and the PAEDC shall not be liable to Subcontractor or to any third parties for failure to make payments to Subcontractor under the terms and conditions of this Agreement.

8. The PAEDC's sole liability/obligation shall be to Subcontractor and shall be limited to the funding for the Programs detailed in this Agreement. The PAEDC shall not be liable, in contract or otherwise, for any expense, expenditure or cost incurred by or on behalf of Subcontractor related to the Programs except as set forth in this Agreement.

RECORDS / INSPECTION / PAEDC AUDIT

9. All records pertinent to this Agreement shall be retained by Subcontractor.

10. Upon written request, Subcontractor shall provide reports to the City of Port Arthur, SETRPC and HHSC.

11. Upon written request, Subcontractor shall provide PAEDC with all reports reasonably necessary for PAEDC compliance with the Development Corporation Act of 1979 (Article 5190.6 V.T.C.A.) and Chapter 504, Local Government Code.

CHANGES AND AMENDMENTS

12. Any alterations, additions, or deletions to the terms of this Agreement shall be by amendment in writing and executed by all parties to this Agreement and approved by the PAEDC, the City Council, Subcontractor and SETRPC.

13. Any alterations, additions, or deletions to the terms of this Agreement which are required by changes in Federal, state or local law are automatically incorporated into this Agreement without written amendment hereto, and shall become effective on the date designated by such law or regulation.

DEFAULT / TERMINATION

14. In the event of default of any of the obligations of the Subcontractor detailed herein, the PAEDC may, at its sole and exclusive option, withhold and/or disallow further PAEDC payments or incentives to the Subcontractor.

15. In addition to the foregoing, the PAEDC and Subcontractor agree that this Agreement may be terminated at any time when both parties agree, in writing, to the terms and conditions of any such voluntary termination.

ORAL AND WRITTEN AGREEMENTS / PRIOR AGREEMENTS

16. All oral and written agreements between the parties to this Agreement relating to the subject matter of this Agreement that were made prior to the execution of this Agreement have been reduced to writing and are contained in this Agreement.

17. The MOU between the City and PAEDC as well as City's agreement with SETRPC is attached hereto as **Exhibit "A"** and made a part of this Agreement for all purposes and constitutes performance required by Subcontractor in accordance with this Agreement.

VENUE

18. For purposes of litigation that may accrue under this Agreement, venue shall be Jefferson County, Texas, where substantially all the performance will occur.

UNDOCUMENTED WORKERS

19. Subcontractor and any branch, division or department of Subcontractor certifies that they have not and will not knowingly employ an "undocumented worker" which means "an individual who, at the time of employment, is not lawfully admitted for permanent residence to the United States or authorized under law to be employed in that manner in the United States."

Subcontractor acknowledges that it has reviewed Chapter 2264, Texas Government Code, attached hereto as **Exhibit "B"** and made a part hereof for all purposes and hereby affirmatively agrees by execution of this Agreement to repay the amount of any grant with interest at the rate of ten (10%) percent per annum not later than the 120th day after the date PAEDC notifies Subcontractor of a violation. Subcontractor acknowledges PAEDC may bring a civil action or cover any amounts owed under this Chapter and further acknowledges that PAEDC may recover court costs and reasonable attorneys' fees incurred in an action brought under §2264.101(a). The Subcontractor is not liable for a violation of this Chapter by a subsidiary, affiliate or franchisee of the Subcontractor or by a person with whom the Subcontractor contracts.

CONFLICT OF INTEREST DISCLOSURE

20. Each Subcontractor shall comply with the Conflict of Interest Policy attached hereto as **Exhibit "C"** together with the Conflict of Interest Policies of the City of Port Arthur, Texas and shall execute a Vendor Conflict of Interest Questionnaire attached hereto as **Exhibit "D"**.

ADDRESS OF NOTICE AND COMMUNICATIONS

City of Port Arthur 4A Economic Development Corporation
4173 39th Street
Port Arthur, Texas 77642
ATTN: Floyd Batiste, Chief Executive Officer

Jireh World Church/Outreach Ministries, Inc.
2305 Robinhood Drive, P.O. Box 5455
Port Arthur, Texas 77642
Attn: Simon Carron, Jr.

CAPTIONS

21. This Agreement has been supplied with captions to serve only as a guide to the contents. The caption does not control the meaning of any paragraph or in any way determine its interpretation or application.

ATTORNEY APPROVALS

APPROVED AS TO FORM:

Guy Goodson, Legal Counsel for PAEDC

VERIFIED AS CONSISTENT

WITH CITY COUNSEL RESOLUTION: Resolution Number: _____

City Attorney

AGREEMENT EXECUTION

**CITY OF PORT ARTHUR SECTION 4A
ECONOMIC DEVELOPMENT CORPORATION**

SIGNED AND AGREED TO on the _____ day of _____, 2009.

By: _____
President

By: _____
Secretary

Witness

Witness

JIREH WORLD CHURCH/OUTREACH MINISTRIES, INC.

SIGNED AND AGREED TO on the _____ day of _____, 2009.

By: _____

Witness

EXHIBIT "C"

**TRAINING AGREEMENT
BETWEEN
CITY OF PORT ARTHUR SECTION 4A
ECONOMIC DEVELOPMENT CORPORATION
AND
K'S & D'S INDUSTRIAL TRAINING CENTER, INC.**

Executive Summary

The City of Port Arthur Section 4A Economic Development Corporation ("PAEDC") Board has found that the training of construction workers for plant expansion is necessary to promote business enterprises moving to or expanding in Port Arthur, particularly new and expanded petrochemical industries. The PAEDC recognizes the importance of trained individuals in construction trades and in medical and technical fields for entry-level employment.

Gulf Coast Career Institute, Inc., K's & D's Industrial Training Center, Inc. and Jireh World Church/Outreach Ministries, Inc. (collectively the "Subcontractors") in collaboration with PAEDC have developed programs for life skills, construction skills and medical and technical skills training for entry-level employment (the "Programs").

The Subcontractors will provide training through a curriculum approved by PAEDC to meet the requirements of the Social Service Block Grant received by the City of Port Arthur. The PAEDC will serve as a sub-recipient of the grant and will follow the guidelines set forth in the Memorandum of Understanding between the City of Port Arthur and the PAEDC.

All persons participating in the Programs shall complete the life skills training curriculum before entering either the construction skills or medical and technical skill training programs. The grant will be utilized to fund certain administrative costs including instruction, program training materials, testing to pre-screen applicants. PAEDC will also supply equipment.

Each Subcontractor will execute its own separate Training Agreement. Each Subcontractor must provide documentation and record keeping sufficient to show successful completion of the programs by the applicants. The Subcontractor must follow all guidelines as delineated in the MOU between the City of Port Arthur and the PAEDC and provide bi-monthly reports to both entities. The Subcontractor must also identify, as permitted by law or regulation, those Port Arthur residents who have accessed the Programs funded through this Agreement.

**TRAINING AGREEMENT
BETWEEN
CITY OF PORT ARTHUR SECTION 4A
ECONOMIC DEVELOPMENT CORPORATION
AND
K'S & D'S INDUSTRIAL TRAINING CENTER, INC.**

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**TRAINING AGREEMENT
BETWEEN
CITY OF PORT ARTHUR SECTION 4A
ECONOMIC DEVELOPMENT CORPORATION
AND
K'S & D'S INDUSTRIAL TRAINING CENTER, INC.**

RECITALS

WHEREAS, a major consideration for businesses deciding where to locate new or expanded enterprises is the availability of workers with the proper knowledge and skill set.

WHEREAS, Section 2(11)(B) of the Development Corporation Act of 1979 authorizes expenditures on job training by the City of Port Arthur Section 4A Economic Development Corporation ("PAEDC") if the PAEDC Board finds the expenditure to be "required or suitable for the promotion of development and expansion of business enterprises and other enterprises....".

WHEREAS, PAEDC is a sub-recipient of the City of Port Arthur ("City") for the Social Service Block Grant (the "Grant") through the Southeast Texas Regional Planning Commission ("SETRPC") and the State Department of Health and Human Services ("HHSC"), an administrative agency within the Executive Department of the State of Texas, in the amount of \$204,059 to train up to 45 applicants in the programmatic areas of life skills, construction skills and medical or technical skills (the "Programs").

WHEREAS, PAEDC has determined that K's & D's Industrial Training Center, Inc. has developed a program of services in the area of construction skills that meet the instructional and curriculum requirements set forth under the uniform terms and conditions set forth by HHSC, SETRPC and the City, as an allowable expenditure under the Social Services Block Grant.

WHEREAS, the PAEDC will identify up to 45 applicants for participation in the Program beginning after it has received authorization from the PAEDC and the City Council of the City of Port Arthur. The students will complete Life Skills training. Twenty students will be referred to said Subcontractor for Construction Skills Training. The training must be completed by June 30, 2010.

WHEREAS, the PAEDC desires to set forth in this Agreement the terms and conditions for PAEDC to provide funds for training to the Subcontractor to provide the Programs to meet the employment demands in Southeast Texas.

NOW THEREFORE, the parties agree as follows:

AGREEMENT DATES

AGREEMENT START DATE

1. This Training Agreement ("Agreement") is entered into with an effective date after the final execution of the City's agreement with SETRPC and the City's final execution of a Memorandum of Understanding with the PAEDC, by and between PAEDC, subject to the approval of the Port Arthur City Council and the Subcontractor as herein identified which has executed this Agreement by a duly authorized representative of the Subcontractor.

AGREEMENT END DATE

2. This Agreement expires on June 30, 2010.

PARTIES

3. PAEDC located at 4173-39th Street, Port Arthur, Texas 77642, is a not for profit corporation. It is duly authorized to do business in the State of Texas under Section 4A, Article 5190.6 V.T.C.A. (the Development Corporation Act of 1979), its Board of Directors has approved this Agreement, and this Agreement has been duly authorized by Resolution of the City Council of the City of Port Arthur. As so authorized and as provided by the PAEDC bylaws, the President and Secretary of the PAEDC Board have the authority to execute this Agreement.

4. K's & D's Industrial Training Center, Inc., 2233 Bayou Drive, Port Arthur, Texas 77640-1780, and its duly authorized representative for purposes of this Agreement is Kevin Thomas, Sr.

CONDITIONS PRECEDENT

5. This Agreement has no legal consequences unless and until both the Board of Directors of the PAEDC and the City of Port Arthur City Council approve this Agreement in its final form, subject to the final execution of the City's agreement with SETRPC and the MOU between the City of Port Arthur and the PAEDC.

PROMISED PERFORMANCE

6. The parties agree to perform as follows.

(a) PERFORMANCE BY PAEDC

- (1) Funding in the amount of \$62,500 is allocated to K's & D's Industrial Training Center subject to the approval of the City and SETRPC as follows:

The Subcontractor, K's & D's Industrial Training Center will provide the following services:

<u>Program Costs</u>	<u>Provider</u>	<u>Budgeted Funds</u>
Construction Training	K's & D's Industrial Training Center, Inc.	43,500.00
Industrial Supplies/Equipment	K's & D's Industrial Training Center, Inc.	19,000.00

- (2) For enumerated construction skills training, the following amount shall be paid:

Construction Skills Training Program – \$2175 per applicant (20 applicants estimated)

- (3) Perform measures pursuant to HHSC and SETRPC as follows:
- Adherence to this Agreement, including all representations and warranties;
 - Compliance with project work plans, schedules, and milestones as proposed by CONTRACTOR in its Proposal and as revised by CONTRACTOR and finally approved by HHSC;
 - Delivery of the Services and Deliverables in accordance with the service levels and availability proposed in its Proposal and as finally approved or accepted by HHSC;
 - Results of audits performed by HHSC or its representatives in accordance with Article 8;
 - Timeliness, completeness, and accuracy of required reports; and
 - Achievement of performance measures developed by CONTRACTOR and HHSC and as modified from time to time by written agreement during the Initial Term of this Agreement.
- (4) Subcontractor agrees to all terms in City's agreement with SETRPC and the MOU between the PAEDC and the City. Subcontractor will meet all record-keeping and documentation requirements as delineated in the aforementioned documents.

(b) PERFORMANCE BY SUBCONTRACTOR

- Subcontractor shall provide the necessary training on the business premises, which is under the care, custody and control of the Subcontractor and provide the Programs as hereinabove described.
- Subcontractor shall train 20 applicants into the Programs and provide the course of curriculum as herein described to provide the construction skills training including workplace skill and technical skill programs to provide the applicants with skill sets necessary for employment in construction trades,
- Subcontractor shall provide the funding for all additional costs of the Programs including faculty costs, promotion, advertising and administrative charges necessary to manage, coordinate and administer the Programs.

- (4) Subcontractor shall provide PAEDC with a record of classes offered for entry-level training identified herein, the number of students completing each training class, as far as it is allowed by law or regulations to do so, identify Port Arthur residents who have accessed the training classes. Additionally, it will provide any documentation requested by the City of Port Arthur and SETRPC.
- (5) Subcontractor shall provide PAEDC with a record of the costs expended in each subcategory of the budgeted items for submission by PAEDC and the City of a monthly Social Service Block Grant contractor voucher summary (the "Voucher").

PAEDC'S CONDITIONAL OBLIGATIONS AND LIMITED LIABILITY

7. The PAEDC or the City, at its sole option, may terminate this Agreement for nonperformance or failure to comply with the terms of this contract. In the event of such termination by the PAEDC, the PAEDC may, at its sole option, immediately cease all further funding, if any, required by this Agreement and the PAEDC shall not be liable to Subcontractor or to any third parties for failure to make payments to Subcontractor under the terms and conditions of this Agreement.

8. The PAEDC's sole liability/obligation shall be to Subcontractor and shall be limited to the funding for the Programs detailed in this Agreement. The PAEDC shall not be liable, in contract or otherwise, for any expense, expenditure or cost incurred by or on behalf of Subcontractor related to the Programs except as set forth in this Agreement.

RECORDS / INSPECTION / PAEDC AUDIT

9. All records pertinent to this Agreement shall be retained by Subcontractor.

10. Upon written request, Subcontractor shall provide reports to the City of Port Arthur, SETRPC and HHSC.

11. Upon written request, Subcontractor shall provide PAEDC with all reports reasonably necessary for PAEDC compliance with the Development Corporation Act of 1979 (Article 5190.6 V.T.C.A.) and Chapter 504, Local Government Code.

CHANGES AND AMENDMENTS

12. Any alterations, additions, or deletions to the terms of this Agreement shall be by amendment in writing and executed by all parties to this Agreement and approved by the PAEDC, the City Council, Subcontractor, and SETRPC.

13. Any alterations, additions, or deletions to the terms of this Agreement which are required by changes in Federal, state or local law are automatically incorporated into this

Agreement without written amendment hereto, and shall become effective on the date designated by such law or regulation.

DEFAULT / TERMINATION

14. In the event of default of any of the obligations of the Subcontractor detailed herein, the PAEDC may, at its sole and exclusive option, withhold and/or disallow further PAEDC payments or incentives to the Subcontractor.

15. In addition to the foregoing, the PAEDC and Subcontractor agree that this Agreement may be terminated at any time when both parties agree, in writing, to the terms and conditions of any such voluntary termination.

ORAL AND WRITTEN AGREEMENTS / PRIOR AGREEMENTS

16. All oral and written agreements between the parties to this Agreement relating to the subject matter of this Agreement that were made prior to the execution of this Agreement have been reduced to writing and are contained in this Agreement.

17. The MOU between the City and PAEDC as well as City's agreement with SETRPC is attached hereto as **Exhibit "A"** and made a part of this Agreement for all purposes and constitutes performance required by Subcontractor in accordance with this Agreement.

VENUE

18. For purposes of litigation that may accrue under this Agreement, venue shall be Jefferson County, Texas, where substantially all the performance will occur.

UNDOCUMENTED WORKERS

19. Subcontractor and any branch, division or department of Subcontractor certifies that they have not and will not knowingly employ an "undocumented worker" which means "an individual who, at the time of employment, is not lawfully admitted for permanent residence to the United States or authorized under law to be employed in that manner in the United States." Subcontractor acknowledges that it has reviewed Chapter 2264, Texas Government Code, attached hereto as **Exhibit "B"** and made a part hereof for all purposes and hereby affirmatively agrees by execution of this Agreement to repay the amount of any grant with interest at the rate of ten (10%) percent per annum not later than the 120th day after the date PAEDC notifies Subcontractor of a violation. Subcontractor acknowledges PAEDC may bring a civil action or cover any amounts owed under this Chapter and further acknowledges that PAEDC may recover court costs and reasonable attorneys' fees incurred in an action brought under §2264.101(a). The Subcontractor is not liable for a violation of this Chapter by a subsidiary, affiliate or franchisee of the Subcontractor or by a person with whom the Subcontractor contracts.

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Attn: Kevin Thomas, Sr.

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ATTORNEY APPROVALS

APPROVED AS TO FORM:

Guy Goodson, Legal Counsel for PAEDC

VERIFIED AS CONSISTENT

WITH CITY COUNSEL RESOLUTION: Resolution Number: _____

City Attorney

AGREEMENT EXECUTION

**CITY OF PORT ARTHUR SECTION 4A
ECONOMIC DEVELOPMENT CORPORATION**

SIGNED AND AGREED TO on the _____ day of _____, 2009.

By: _____
President

By: _____
Secretary

Witness

Witness

K'S & D'S INDUSTRIAL TRAINING CENTER, INC.

SIGNED AND AGREED TO on the _____ day of _____, 2009.

By: _____

Witness