

RESOLUTION NO. 11-450

**A RESOLUTION AUTHORIZING THE CITY OF PORT
ARTHUR SECTION 4A ECONOMIC DEVELOPMENT
CORPORATION TO ENTER INTO A PROFESSIONAL
SERVICES AGREEMENT WITH JOHN HALL PUBLIC
AFFAIRS FOR THE IMPLEMENTING OF ENVIRONMENTAL
DEVELOPMENT PLANS**

WHEREAS, the Board of Directors of the City of Port Arthur Section 4A Economic Development Corporation (the "PAEDC") at a special called meeting on October 10, 2011, found it necessary to enter into a Professional Services Agreement (the "Agreement") with John Hall Public Affairs ("Consultant") for the implementation of environmental development plans for PAIG companies, grant consultation and economic development program assistance, for a twelve (12) month period beginning October 31, 2011 and ending September 30, 2012, for a monthly fee of \$4,750; and

WHEREAS, the PAEDC hereby engages Consultant and enters into a Professional Services Agreement, to provide professional consulting services, in substantially the same form as attached hereto as Exhibit "A".

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

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

Section 2. That the PAEDC is herein authorized to enter into a Professional Services Agreement with John Hall Public Affairs for a twelve (12) month period beginning October 31, 2011 and ending September 30, 2012, for a monthly fee of \$4,750, for the implementation of an environmental development plan for PAIG companies, grant consultation, and economic development programs assistance, in substantially the form as Exhibit "A" attached hereto.

Section 3. That a copy of the caption of this Resolution be spread upon the Minutes of the City Council.

READ, ADOPTED AND APPROVED on this 18th day of Oct. A.D., 2011,
at a Meeting of the City Council of the City of Port Arthur, Texas, by the following vote:

AYES: ✓

Mayor Prince; Mayor Pro Tem Asuncion;

Councilmembers Scott, Segler, Beard,
Williamson, Freeman and
Thomas.

NOES: None.

Deloris Prince
Deloris "Bobbie" Prince, Mayor

ATTEST:

Sherri Bellard
Sherri Bellard, ~~acting~~ City Secretary

APPROVED:

Floyd Batiste
Floyd Batiste, PAEDC CEO

APPROVED AS TO FORM:

Guy N. Goodson
Guy N. Goodson, PAEDC Attorney

APPROVED AS TO FORM:

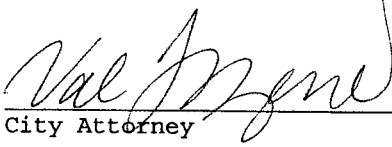

City Attorney

EXHIBIT "A"

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (the "Agreement") is made and entered into on this _____ day of _____, 2011, by and between the City of Port Arthur Section 4A Economic Development Corporation (the "PAEDC"), and John Hall Public Affairs, a Texas Corporation ("Consultant") in consideration of the following:

1. SERVICES

1.1. Purpose. During the 2010 Environmental Justice Summit, Region 6 of the Environmental Protection Agency ("EPA") identified that the City of Port Arthur required a Comprehensive Environmental Justice Plan (the "Plan"). Consultant recognizes that the Plan necessitates economic development strategies that insure addressing unemployment and skill development for Port Arthur residents, industrial and environmental improvements to enhance the creation of primary jobs in the industrial sector of the City and address revitalization of the City's central business district in addition to other critically impacted areas to allow economic revitalization.

1.2. Professional Consulting. PAEDC hereby engages Consultant to provide professional consulting services related to the tasks delineated in Exhibit "A" with Consultant utilizing John L. Hall as the primary provider of said services (the "Services").

Any change to the Agreement requires the approval of the PAEDC. The resume of John L. Hall and the summary of accomplishments are attached as Exhibit "B", delineating his experience in providing professional consulting services.

1.3. Monthly Services. Consultant shall provide the contracted services for \$4,750 per calendar month (the "Monthly Fee") for a twelve (12) month period.

1.4. Performance. Consultant will perform the Services listed in the Scope of Work outlined in Exhibit "A" which will aid in implementation of the Plan and provide economic development outcomes intended by the Plan for the City of Port Arthur acting through PAEDC.

Consultant shall perform the Scope of Work with the expertise as is expected in the industry providing these types of services. Consultant shall report to and direct all inquiries to the City Manager and the PAEDC Board of Directors.

Consultant shall not represent other clients involving the Plan or its projects.

1.5. Documentation. Consultant shall document the services rendered in a detailed monthly report. Each report shall outline the progress of each item listed in the scope of work. This shall include the documentation reviewed and the persons contacted. A summary thereof will be provided in the invoices. Consultant shall provide these records and monthly reports to the PAEDC on a monthly basis.

1.6. Indemnification. Consultant shall comply with the requirements of all applicable laws, rules and regulations, including Section 305.022 Government Code, and shall exonerate, indemnify, and hold harmless the PAEDC and its employees therefrom.

2. CONSIDERATION

2.1. Payment for Services. PAEDC will pay to Consultant the Monthly Fee beginning November 15, 2011 and subsequent payments will be made on the 15th day of each succeeding month during the term hereof for Consultant's Services.

2.2. Reimbursable Costs. PAEDC shall reimburse Consultant all costs in connection with the services rendered. Reimbursable Costs include, but are not limited to, travel costs, subcontractors that are approved by the PAEDC, long distance telephone calls, copies, delivery and similar costs (without a markup) that are attributable to a project or service (the "Reimbursable Costs"). All extraordinary travel expenses will be pre-approved by PAEDC. The Consultant shall provide PAEDC substantiation of Reimbursable Costs incurred when available and upon request. No expense can be incurred without obtaining pre-approval of the PAEDC.

2.3. Invoicing. Consultant will submit invoices monthly for Reimbursable Costs for payment by PAEDC. Payment is due within thirty days upon receipt of invoice. If PAEDC disputes any portion of an invoice, PAEDC will notify Consultant within fifteen (15) calendar days of receipt of invoice by PAEDC, and if no such notification is given, the invoice will be deemed valid. Any portion of PAEDC's invoice that is not in dispute shall be paid upon receipt.

3. TERM

The term of this Agreement shall be for an initial period beginning October 31, 2011 through September 30, 2012 unless sooner terminated as herein provided. This Agreement may be extended for additional periods of time based on the mutual consent of the PAEDC, Consultant, and the City of Port Arthur City Council, subject to the availability of funds.

4. TERMINATION

Either party may terminate this Agreement for any reason at any time during the term by written notice directed to the other party and given seven (7) days in advance of the termination date. If the notice of termination is given in the middle of the month, the fees will be prorated.

5. INDEPENDENT CONTRACTOR

Consultant shall be an independent contractor of PAEDC and not an employee of PAEDC. PAEDC is interested solely in the results to be obtained from Consultant's services; however, no specific or general results have been promised. PAEDC shall not withhold or in any way be responsible for the payment of any federal, state or local income taxes, occupation taxes, FICA taxes, unemployment compensation, workmen's compensation contribution, vacation pay, sick leave, retirement benefits, or any other payments for or on behalf of Consultant or any of Consultant's employees. All such payment, withholdings and benefits are the responsibility of

Consultant, and Consultant shall indemnify PAEDC against and hold it harmless from any and all loss or liability arising with respect to such payments, withholdings or benefits. Consultant shall not be considered an employee of PAEDC for any purpose whatsoever.

6. DISPUTE RESOLUTION

Any issue, controversy, dispute, or claim arising out of or relating to this Agreement, the services of Consultant or any of the deliverables, or the alleged breach of this Agreement, or arising out of the Consultant's services shall be resolved exclusively by final and binding arbitration in Port Arthur, Texas in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"), and judgment on the award rendered by the arbitrator may be entered by any court having jurisdiction thereof.

The arbitrator shall be selected by mutual agreement of the parties, if possible. If the parties fail to reach agreement upon appointment of an arbitrator within ten (10) calendar days following receipt by one party of the other party's notice of desire to arbitrate, the arbitrator shall be selected from a list or lists of persons submitted by the AAA. The selection process shall be that which is set forth in the AAA Commercial Arbitration Rules then prevailing. If an arbitrator has not been selected following submission of three or more lists by the AAA, either party may declare the existence of an impasse by giving written notice to the other; in that event, the arbitrator shall be selected by the AAA.

Upon the motion of either party, and for good cause shown, the arbitrator may make any order which justice requires to protect a party from the disclosure of proprietary, privileged or confidential business information, including orders (1) that depositions or hearings be conducted with no one present except persons designated by the arbitrator, and (2) that depositions, exhibits, other documents filed with the arbitrator or transcripts of the hearing be sealed and not be disclosed except as specified by the arbitrator. Any discovery, if any is necessary, as determined by the arbitrator under the applicable AAA rules, shall be conducted pursuant to the provisions of the then prevailing Texas Rules of Civil Procedure.

7. NOTICE

Any notice or communication permitted or required by this Agreement shall be deemed effective when personally delivered or deposited, postage prepaid, in the first class mail of the United States properly, or sent via electronic means, addressed to the appropriate party at the address set forth below:

Notices to Consultant:	John L. Hall
	P. O. Box 91463
	Austin, Texas 78709-4163
	512-413-4134
	<u>jhallpa@aol.com</u>

Notices to PAEDC:

Floyd Batiste, CEO
PAEDC
4173 39th Street
Port Arthur, Texas 77642
409-962-4445 (facsimile)
fbatiste@paedc.org

8. GENERAL PROVISIONS

8.1 Entire Agreement and Amendments. This Agreement (including any exhibits hereto) contains the entire agreement between the parties and no oral statements or prior written matter not specifically incorporated herein shall be of any force and effect. No variation, modification or changes in the Agreement shall be binding on either party hereto unless set forth in a written document executed by all parties or a duly authorized agent, officer or representative thereof.

8.2 Assignment. Nothing in this Agreement shall be construed to permit the assignment by Consultant of any of its rights or obligations hereunder, and such assignment is expressly prohibited without the prior written consent of PAEDC.

8.3 Governing Law, Severability. This Agreement shall be governed by the laws of the State of Texas, and venue of any claim or dispute hereunder shall be in the courts of competent jurisdiction in Jefferson County, Texas. The invalidity or unenforceability of any provision of the Agreement shall not affect the validity or enforceability of any other provision.

8.4 Waiver. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach hereof.

8.5 Drafting. The parties acknowledge that each party and its counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto. It is agreed that all parties have closely read this Agreement and that all requirements of conspicuousness are agreed satisfied or are waived.

SIGNED ON THIS the ____ day of _____, 2011.

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

By: _____
PAEDC President

SIGNED ON THIS the ____ day of _____, 2011.

JOHN HALL PUBLIC AFFAIRS

By: _____
John L. Hall

EXHIBIT "A"

To the Agreement

Proposal Scope of Work

John Hall Public Affairs (JHPA) will complete the following tasks on behalf of the Port Arthur Economic Development Corporation (PAEDC) over the next year:

1. Support an effort to improve Port Arthur's environmental conditions by working with PAIG companies to develop and implant their Sustainable Development Plans, with a focus on additional emission reductions and enhancements to the area's emergency response system;
2. Facilitate the placement of Port Arthur residents in available jobs by taking the following actions:
 - Coordinate an effort to create the Port Arthur Workforce Collaborative. This job training and placement entity will include the City of Port Arthur, the PAEDC, Workforce Solutions of Southeast Texas, the Port Arthur Independent School District, Lamar State College, the Port Arthur Housing Authority, CIDA, and various employers within the City. The Workforce Collaborative will develop and assure implementation of a variety of initiatives to train and place Port Arthur residents in available jobs through appropriate and effective coordination;
 - Assist the PAEDC and Workforce Solutions in securing public and private funds to establish the Port Arthur Workforce Intelligence Database System;
 - Coordinate and support the development and submission of grant applications to federal and state agencies that would focus on acquiring \$3-\$5 million that could be used to train and place Port Arthur residents in available jobs over the next three years;
 - Assist the Executive Director of the PAEDC in finalizing workforce agreements with 20-25 major employers in Port Arthur;
3. Coordinate an effort to facilitate the training and placement of Port Arthur residents in new jobs that maybe a result from implementation of the Port Arthur Environmental Justice Initiative;
4. Coordinate an effort to secure federal funds to support development of a Redevelopment Plan for that area of Port Arthur that is south of Highway 73, with a priority on the development of an Industrial Park in the City's Westside. Also, undertake related efforts to develop and implement a set of catalytic redevelopment project in the City Westside and Downtown areas to facilitate private sector investments in these areas over the long term;

5. Coordinate an effort between the City of Port Arthur and the PAEDC to develop a 2-3 year strategic plan that would include a list of priority projects and/or activities that would be funded by the PAEDC over the next 2-3 years to assure economic growth in Port Arthur; and
6. Complete various other assignments as assigned by the PAEDC's Executive Director.

Term of Contract

This contract between JHPA and the PAEDC will be for a period of one year, beginning October 31, 2011 and will extend through September 30, 2012. This contract maybe extended for an additional year, based upon the mutual consent of JHPA and the PAEDC.

Compensation

The PAEDC will provide JHPA compensation on a monthly basis of \$4,750. No expenses can be incurred without prior approval of the PAEDC Board of Directors. The PAEDC will provide monthly payments to JHPA within 30 days of receiving an invoice from JHPA for services rendered for each month.

EXHIBIT "B"

To the Agreement

John L. Hall

P. O. Box 91463
Austin, Texas 78709-4163
(512) 413-4134
jhallpa@aol.com

PROFESSIONAL EXPERIENCE

President and Lead Consultant of John Hall Public Affairs

- Founded and directed the consulting efforts of successful small company from 1995 to the present with regard to environmental, water and energy issues. The key focal areas of the consulting assistance that has and is being provided to clients are:
- Assistance to the City of Houston in developing and forging strategies and approaches to assure attainment of the one hour ozone standard and support for development of an attainment SIP for the eight hour ozone standard; and more effective regulation of air toxics in the area ;
- Served as Executive Director of the Texas Environmental Research Consortium from 2002 to 2006, and led the organization to complete a series of air quality studies which demonstrated that attainment of ozone standards in the Houston area also required major reductions in Highly Reactive VOCs from the petrochemical industry, particularly those emitted during upset events. Coordinated the completion of similar studies in the DFW area which facilitated NOx reductions beyond that area to attain ozone standards;
- Organized and managed a series of broad based stakeholder groups over the past ten years relative to major commercial and industrial development projects which consistently resulted in decisions by project sponsors to exceed applicable state and federal requirements as projects were developed; and
- Assisted local governments and private companies in developing strategies and approaches to comply with state and federal requirements relative to air quality, water supply and quality, waste management, pollution clean ups and remediation issues.

Chairman of the Agency

TEXAS NATURAL RESOURCE CONSERVATION COMMISSION, Austin, Texas, May 1991-July 14, 1995
(Formerly the Texas Water commission and the Texas Air Control Board)

- Directed the State of Texas' primary environmental management agency with an annual budget of \$350 million and a staff of 3100 with responsibility for implementing state and federal requirements relating to air quality, water quality, water supply, water rates, drinking water standards, hazardous and radioactive wastes, municipal solid waste, petroleum storage tanks, superfund cleanups, pollution prevention and recycling.

Major accomplishments:

- Effectively implemented all of the State's regulatory programs, including significant policy and program additions;
- Timely implementation of the Federal Clean Air Act of 1990 with significant support from businesses and citizens;
- Elimination of all permit backlogs and assurance that the 5,000 business permits issued each year were finalized in half the time taken in the past;
- Major reductions in air and water pollution (approx. 1/3 over 3 1/2 years) in a balanced fashion and during a time when 500,000 new jobs were added to the state's economy;
- The most aggressive voluntary industrial pollution reduction program in the nation. Result: 30 million ton reduction in hazardous waste and a 300 million pound reduction in toxins;
- Implementation of a comprehensive set of recycling programs;
- Streamlined agency operations to provide businesses and local governments flexibility and predictability;
- Improved relations among the TNRCC, Federal agencies, the Texas Legislature, local governments, businesses and citizens;
- Facilitated resolution of the Edwards Aquifer issues;
- Successfully directed the Agency's legislative efforts

Senior Director of the Conservation and Environmental Quality Divisions

THE LOWER COLORADO RIVER AUTHORITY, Austin, Texas, July 1, 1989 – May 1991

- Conducted a comprehensive review of both divisions initially, which resulted in the assembling of a new, talented and diverse management team and development of a set of concrete action-oriented conservation and environmental programs;
- Developed and initiated a comprehensive plan to improve the water quality of the Highland Lakes and the Colorado River;
- Obtained Board approval and initiated a project that reduced agricultural water use in LCRA's district by 50,000 acre feet a year by 1983;
- Laid foundation to build a 300 megawatt conservation power plant by 2000, which was equivalent to 15% of LCRA's electrical requirements by that time;
- Directed efforts to ensure compliance with all federal, state, and local environmental requirements by LCRA's power plants and lignite mines;
- Obtained LCRA Board approval of the Lake Travis Non-Point Source Pollution Control Ordinance—the first such ordinance by a river authority in Texas;
- Developed a blue print for the City of Austin to substantially reduce the pollution it discharged into the Colorado River;
- Spearheaded and coordinated discussions and negotiations with the City of Austin to finalize a comprehensive interlocal agreement regarding water management issues. This agreement resulted in a 75% reduction in the amount of pollution Austin would have put into the river over the next 20 years. The major provisions of the agreement were:
 - Austin's TWC wastewater permits would be amended to 5/5/2 – the best in the state for a major city;
 - Development of a program to reduce water usage by 10%;
 - Establishment of a permanent home chemical collection center;
 - A comprehensive non-point pollution control program;
 - Completion of an assessment of the Colorado River below Austin over the next 24 months to clearly demonstrate the adverse water quality impacts of toxics, nutrients, and phosphorus;
 - Legislation to ban the use of phosphate detergents in the LCRA statutory district;
 - Joint LCRA/Austin public education effort on water quality and water conservation.

Senior Deputy Commissioner

TEXAS GENERAL LAND OFFICE, Austin, Texas, 1987 – June, 1990

- Coordinated all policy decisions, programs, and operations of the agency.
Key Areas of responsibility included:
 - Coordinated the Agency's environmental initiatives, including the beach clean-up program and the natural gas/clean air effort;
 - Management of 14 million acres of state land for minerals and commercial development;
 - Assisted in the implementation of the \$1.5 billion Veterans Land Board portfolio for the land, housing, and home improvement programs;
 - Coordinated legislative requests and inquiries;
 - Directed key support activities including personnel and training, budgeting, data processing and accounting.

-
- Analyzed business investment patterns in Houston.
 - Worked with the City of Houston's Economic Development Staff to secure federal aid for the city's distressed neighborhoods.

EDUCATION

Masters of Public Affairs,

The Lyndon Baines Johnson School of Public Affairs
Austin, Texas, 1976 ~ 1978

Bachelors of Arts,

Sam Houston State University
Huntsville, Texas, 1972 ~ 1975

PERSONAL

Marital Status: Married

Wife: Mary

Children: Jacqueline, Ashley, Adrienne, Jordan

REFERENCES AVAILABLE UPON REQUEST