

RESOLUTION NO. 14-568

**A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE SOUTHEAST TEXAS WORKFORCE DEVELOPMENT BOARD AND THE CITY OF PORT ARTHUR SECTION 4A ECONOMIC DEVELOPMENT CORPORATION TO CREATE AN OCCUPATIONAL JOB TRAINING PROGRAM TO IMPROVE THE SKILL SETS OF INDIVIDUALS FOR JOBS IN HIGH-DEMAND OCCUPATION**

**WHEREAS**, the City of Port Arthur Section 4A Economic Development Corporation (the "PAEDC") Board of Directors is dedicated to improving the quality of life of Port Arthur residents who lack skills to qualify for permanent employment; and

**WHEREAS**, the Memorandum of Understanding establishes a cooperative working relationship between the Southeast Texas Workforce Development Board dba Workforce Solutions Southeast Texas (the "Board") and PAEDC in order to work together to support the Texas Workforce Commission's High Demand Job Training program; and

**WHEREAS**, welding is considered a "high demand occupation" in the Southeast Texas Workforce Development area; and

**WHEREAS**, it is estimated up to twenty-four (24) Port Arthur residents will be trained in welding occupations based on this partnership between PAEDC and the Board; and

**WHEREAS**, PAEDC will use local economic development sales tax funding to match the Board on a dollar-for-dollar for job training in an amount up to \$75,000 per year; and

**WHEREAS**, PAEDC will also use pre-employment training monies for training wage reimbursements to Port Arthur residents in an amount up to \$156,000; and

**WHEREAS**, Team Fabricator, Inc. of Port Arthur will provide a full time welding instructor onsite and contribute approximately \$122,040.00 toward the welding training program pursuant to the Training Agreement attached hereto as **Exhibit "A"**.

**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 Council approves the Memorandum of Understanding between PAEDC and the Board and authorizes PAEDC to match the Board on a dollar for dollar basis in an amount up to \$75,000.00.

**Section 3.** That the City Council further approves PAEDC using pre-employment training monies for training wage reimbursements in an amount up to \$156,000.

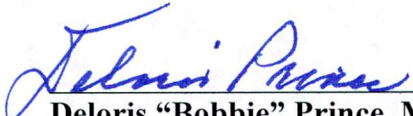
**Section 4.** That a copy of the caption of this Resolution be spread upon the Minutes of the City Council.

**READ, ADOPTED AND APPROVED** on this 11<sup>th</sup> day of Nov. A.D., 2014,  
at a Meeting of the City Council of the City of Port Arthur, Texas, by the following vote:

AYES:

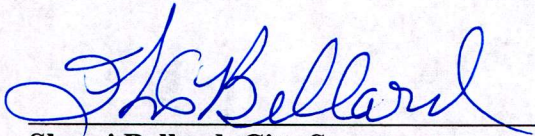
Mayor Prince; Mayor Pro Tem Freeman,  
Councilmembers Scott, Albright, Mosely, Lewis  
and Williamson.

NOES: None.

  
Deloris "Bobbie" Prince, Mayor

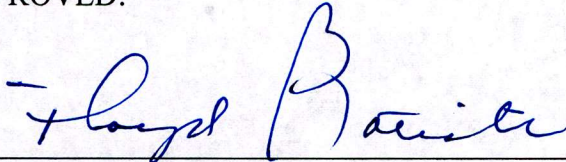


ATTEST:



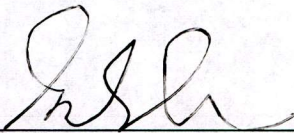
**Sherri Bellard, City Secretary**

APPROVED:



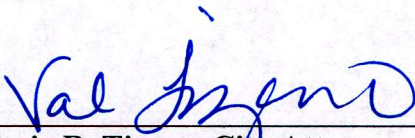
**Floyd Batiste, PAEDC CEO**

APPROVED AS TO FORM:



**Guy N. Goodson, PAEDC Attorney**

APPROVED AS TO FORM:



**Valecia R. Tizeno, City Attorney**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
WORKFORCE SOLUTIONS SOUTHEAST TEXAS  
AND  
PORT ARTHUR ECONOMIC DEVELOPMENT CORPORATION**

**I. Purpose**

The purpose of this agreement is to establish guidelines for a cooperative working relationship between the Workforce Solutions Southeast Texas and Port Arthur Economic Development Corporation (PAEDC) to support the Texas Workforce Commission's High Demand Job Training (HDJT) program.

Both parties to this Memorandum of Understanding agree to the following stipulations:

- Funds will be used to support the provision of high demand job training;
- Welding is considered a "high demand occupation" in the Southeast Texas Workforce Development area;
- Estimate up to twenty-four (24) individuals to be trained in welding occupations based on this partnership between the PAEDC and the SETWD Board;
- Funds provided to the PAEDC will be used to match local economic development sales tax funding for job training, on a dollar-for-dollar basis, up to \$75,000 per year;
- Funding under this grant may not be used for administrative costs.
- No funds received under WIA will be used to assist, promote or deter union organizing;
- Awardee must comply with the nondiscrimination provisions of WIA § 188 (29 U.S.C. § 2938);
- None of the funds made available by WIA may be awarded or obligated to the Association of Community Organizations for Reform Now, or any of its affiliates, subsidiaries, or allied organizations; and

**II. Responsibilities**

Workforce Solutions hereby agrees to:

- Determine Basic WIA eligibility on all participants considered for HDJT prior to a participant receiving any services funded with grant funds.
- Maintain confidential eligibility documentation files for each participant receiving services.
- Provide quarterly reports to the Texas Workforce Commission using an Agency-provided format;

Port Arthur Economic Development Corporation hereby agrees to:



- Designate a contact person(s) to ensure the effective coordinated exchange of information for the smooth operation of agreement activities.
- Exchange documentation, data, and information as necessary to further the purpose of this agreement.

#### IV. Confidentiality of Information

All application information submitted is subject to and will be handled in accordance with the Texas Public Information Act, Government Code, Chapter 552. This Act allows the public to have access to information in the possession of a governmental body. Therefore, any confidential or proprietary information contained within an application must be clearly identified by the Applicant in the application itself. Proprietary information identified by the Applicant in advance will be kept confidential by the Agency to the extent permitted by state law.

#### V. Assurances/Disclosures

- PAEDC assures that grant funds will not be used to encourage or induce relocation or for customized or skill training or related activities after relocation;
- Assures compliance with Texas Government Code, Chapter 2264;

Workforce Solutions Southeast Texas does not warrant or imply that the data provided has been verified as accurate and correct beyond what has been entered into the WIT system by job seekers. It is the sole responsibility of the end user to verify or validate the accuracy of the data provided.

#### VI. Agreement Period

This agreement shall commence on the date it is executed and shall remain in effect until terminated upon 30 days written notice by either party.

Agreed to by:

\_\_\_\_\_  
Marilyn Smith, Executive Director  
Workforce Solutions, Southeast Texas

\_\_\_\_\_  
Date

\_\_\_\_\_  
Floyd Batiste, Chief Executive Officer, PAEDC

\_\_\_\_\_  
Date