

RESOLUTION NO. 21-346

P.R. No. 22043  
07/12/21 RML

**A RESOLUTION APPROVING A WORKFORCE TRAINING AGREEMENT BETWEEN THE CITY OF PORT ARTHUR SECTION 4A ECONOMIC DEVELOPMENT CORPORATION AND DIGITAL WORKFORCE ACADEMY FOR THE TRAINING OF TEN (10) PORT ARTHUR RESIDENTS TO OBTAIN A NCCER PIPEFITTER 1 CERTIFICATION IN AN AMOUNT NOT TO EXCEED \$27,000; FUNDS AVAILABLE IN EDC ACCT. #: 120-80-625-5475-00-00-000**

**WHEREAS,** Digital Workforce Academy has a NCCER Pipefitter 1 Certification Training Program in order to train pipefitters for high demand occupations; and

**WHEREAS,** the City of Port Arthur Section 4A Economic Development Corporation ("PAEDC") Board of Directors has found there is a high demand for certified NCCER Pipefitters in the area and recognizes the importance of trained pipefitters for entry-level employment; and

**WHEREAS,** House Bill 1967 amended the Texas Local Government Code by adding §501.163 which authorizes expenditures for pre-employment training by PAEDC; and

**WHEREAS,** at their July 12, 2021 special Board meeting, the PAEDC Board of Directors approved a Training Agreement with Digital Workforce Academy attached hereto as **Exhibit "A"** to assist in funding the tuition for Port Arthur residents in an amount not to exceed \$27,000.

**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 PAEDC entering into a Training Agreement with Digital Workforce Academy for the training of ten (10) Port Arthur residents as NCCER Certified Pipefitters in an amount not to exceed \$27,000.

**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 17<sup>th</sup> day of August A.D., 2021,  
at a Meeting of the City Council of the City of Port Arthur, Texas, by the following vote:

**AYES:**

Mayor Maya Pro Tem Frank  
Councilmembers Holmes, Kincaid, Marks and  
Moss

**NOES:**

None

**ATTEST:**



DONALD FRANK, SR.  
MAYOR PRO TEM

Kelly Moore  
Sherri Bellard, City Secretary  
on behalf of

**APPROVED:**

Floyd Batiste  
Floyd Batiste, PAEDC CEO

**APPROVED AS TO FORM:**

Guy N. Goodson  
Guy N. Goodson, PAEDC Attorney

APPROVED AS TO FORM:

  
Valecia R. Tizeno, City Attorney

APPROVED AS TO AVAILABILITY OF FUNDS:

  
Kandy Daniel, Interim Finance Director

22043

# Exhibit A

**TRAINING AGREEMENT  
BETWEEN  
CITY OF PORT ARTHUR SECTION 4A  
ECONOMIC DEVELOPMENT CORPORATION  
AND  
DIGITAL WORKFORCE ACADEMY**

**RECITALS**

**WHEREAS**, The City of Port Arthur Section 4A Economic Development Corporation ("PAEDC") Board has found that the training of pipefitters is a high demand occupation in the Port Arthur area and throughout the state. The PAEDC recognizes the importance of trained pipefitters for entry-level employment.

**WHEREAS**, Digital Workforce Academy has developed an NCCER Pipefitter 1 Certification Program for Pipefitters (the "Program").

**WHEREAS**, Digital Workforce Academy will identify only Port Arthur applicants who need financial assistance in order to enroll in the Program as set forth in the Income Chart, attached as *Exhibit "A"*. After Digital Workforce Academy determines the student is eligible they will be eligible to receive financial assistance from PAEDC for the NCCER Pipefitter 1 Certification Program.

**WHEREAS**, PAEDC will allocate a total of \$2,700.00 per student for eligible students. PAEDC will pay twenty-five percent (25%) of the tuition at a cost of up to \$675.00 upfront per student. The remaining fifty percent (50%) of tuition will be paid once PAEDC receive confirmation that the student obtains his/her NCCER Pipefitter 1 Certification and twenty-five percent (25%) once placement has been obtained with an employer.

**NOW THEREFORE, IN CONSIDERATION** of the recitals set forth above which are incorporated in this Agreement as fully set forth below and in consideration of the additional and mutual promises, covenants, conditions and agreements set forth in this Agreement and other good and valuable consideration, the sufficiency of which is hereby acknowledged by each party, Digital Workforce Academy and the PAEDC agree as follows:

**AGREEMENT DATES**

**AGREEMENT START DATE**

1. This Agreement ("Agreement") is entered into with an effective date of August 1, 2021.

**AGREEMENT END DATE**

2. This Agreement expires on July 31, 2022.

## **PARTIES**

3. PAEDC located at 501 Procter, Port Arthur, Texas 77640, 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. Digital Workforce Academy, 617 Procter Street, Port Arthur, Texas 77640.

## **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.

## **PROMISED PERFORMANCE**

6. The parties agree to perform as follows:

### **(a) PERFORMANCE BY DIGITAL WORKFORCE ACADEMY**

- (1) Funding in the amount of \$27,000 is allocated to Digital Workforce Academy subject to the approval of the City. Digital Workforce Academy will provide the following services:
  - a. Identify students who are eligible to receive financial assistance per the Income Chart attached as *Exhibit "A"*.
  - b. Provide the eligible student training as set forth in *Exhibit "B"* so that the eligible student can receive their NCCER Pipefitter 1 Certification.
  - c. Provide PAEDC with reports on the students when twenty-five percent (25%) of the course is completed and again when the students receive their NCCER Pipefitter 1 Certification and placement with an employer.

### **(b) PERFORMANCE BY PAEDC**

- (1) PAEDC shall provide Digital Workforce Academy 25% of tuition per student at a cost not to exceed \$675 per student upon the eligible student's enrollment which shall be defined as thirty hours of training.
- (2) PAEDC shall provide Digital Workforce Academy the remaining fifty-percent (50%) of tuition upon completion of the Certification Program by



the eligible students and twenty-five (25%) once the student gains employment placement.

- (3) PAEDC shall allocate a total of \$27,000.00 to the Certification Program.

#### **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 Digital Workforce Academy or to any third parties for failure to make payments to Digital Workforce Academy under the terms and conditions of this Agreement.

8. The PAEDC's sole liability/obligation shall be to Digital Workforce Academy 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 Digital Workforce Academy 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 Digital Workforce Academy.

10. Upon written request, Digital Workforce Academy 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**

11. 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.

12. 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**

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

14. In addition to the foregoing, the PAEDC and Digital Workforce Academy 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**

15. 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.

#### **VENUE**

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

#### **ADDRESS OF NOTICE AND COMMUNICATIONS**

City of Port Arthur 4A Economic Development Corporation  
501 Procter  
Port Arthur, Texas 77640  
ATTN: Floyd Batiste, Chief Executive Officer

Digital Workforce Academy  
617 Procter Street  
Port Arthur, Texas 77640  
ATTN: \_\_\_\_\_

#### **CAPTIONS**

17. 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: \_\_\_\_\_



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City Attorney

**AGREEMENT EXECUTION**

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

**SIGNED AND AGREED TO** on the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

By: \_\_\_\_\_  
President

By: \_\_\_\_\_  
Secretary

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

**DIGITAL WORKFORCE ACADEMY**

**SIGNED AND AGREED TO** on the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**By:** \_\_\_\_\_

\_\_\_\_\_  
**Witness**

# Exhibit "A"

# PROGRAM OVERVIEW

Step 1	Step 2	Step 3	Step 4
Determine Program Eligibility	Attend A Home Buyer Certification Class	Address Credit Obstacles To Obtain Lender Pre-Approval	Select A Home!

As a requirement for the DPA programs, each participant must attend monthly counseling session with Legacy's certified Housing Counselor. The Housing counselor will review participant file and develop a unique action plan to guide you through the program to home ownership.

AMFI %	Number of Household Members							
	1	2	3	4	5	6	7	8
30	\$14,200	\$17,240	\$21,720	\$26,200	\$30,680	\$35,160	\$39,640	\$44,120
50	\$23,650	\$27,000	\$30,400	\$33,750	\$36,450	\$39,150	\$41,850	\$44,550
80	\$37,840	\$43,200	\$48,640	\$54,000	\$58,320	\$62,640	\$66,960	\$71,280
120	\$56,700	\$64,800	\$72,900	\$81,000	\$87,500	\$93,950	\$100,450	\$106,900

\*\*\*30%-80% limits-applicants that are in this range are eligible for up to \$30,000 towards down payment and closing cost (new construction) or 30%-80% limits are eligible to receive \$12,500 toward down payment and closing cost (existing home purchase).

\*\*\*120% limits DOWNTOWN HOMEBUYER PROGRAM ONLY (NEW CONSTRUCTION)\*\*\*

# Exhibit B

## **Pre-Apprenticeship - Classroom Training**

### **Intake**

TABE Test

Background check

Drug Screening

Orientation

### **Life Skills Modules**

Conflict Resolution

Anger Management

Effective Communication

Resume Writing

Interviewing Skills

Employability

Financial Literacy

Critical Thinking

### **NCCER Core Curriculum Modules**

OSHA 10 (stand-alone course)

Basic Safety "Construction Site Safety"

Introduction to Construction Math

Introduction to Hand Tools

Introduction to Power Tools

Introduction to Construction Drawings

Introduction to Basic Rigging

Basic Communication Skills

Basic Employability Skills

Introduction to Material Handling



### **Hands on Performance competency task for Pipefitter Level 1 Helper**

- Students are taught to identify, inspect, and safely use the hand tools (jack stands, and portable vice stands, pipe wrench, combination wrenches, levels, squares, center finders, wrap around, hi - low gauges, shop made aligning dogs, combination tri square)
- Students are taught to identify, inspect and safely use power tools (portable band saw, right angle grinder, die grinder and drills) to cut and bevel pipe.
- Students get an introduction to tac welding from the pipe that they cut and bevel.
- Students are introduced to quantity take-offs.
- Students are taught to read ISO's.
- Students are taught to properly fill out JSA's.
- Students are also taught to identify, inspect and the proper use of valves, flanges, gaskets, blinds, nuts and bolts to create bolt up and hydro stations.
- Students are taught to identify and inspect chain falls and come - along and the proper use of them.
- Students are taught to identify and inspect shackles and slings (wire rope/synthetic/chain slings) and the proper use.
- Students are also taught to use come - along/chain falls, synthetic and wire rope slings to hoist pipe/valves using the Gentry Crane.
- Students are taught to identify and inspect a safety harness.
- Students are also taught to properly don the safety harness.