



RESOLUTION NO. 20160524-05

**AUTHORIZING THE EXECUTIVE DIRECTOR/CEO TO EXECUTE A CONTRACT WITH
WORKFORCE SOLUTIONS OF NORTHEAST TEXAS FOR FY16-02 FOR SERVICES IN THE
AMOUNT OF \$419,252.00**

WHEREAS, TexAmericas Center is a political subdivision of the State of Texas with the powers and authorities specified in Chapter 3503 of the Special District Local Laws Code of the State of Texas; and

WHEREAS, TexAmericas Center Board of Directors approved Vision 2025, A Strategic Plan for TexAmericas Center and a Regional Economic Development Roadmap (RESO 20150324-01) and part of this plan encourages us to assist in the formation, expansion and attraction of businesses to the Texarkana Region while managing the redevelopment process of its 12,000 acres and 3 million square feet of industrial space; and

WHEREAS, Workforce Solutions Northeast Texas has made application for and was awarded an OEA grant to support the continued Economic Development of the Texarkana Region; and

WHEREAS, TexAmericas Center will perform the following services:

Local Coordinator and Convener, Stakeholder Network Mapping, Stakeholder Communication and Engagement Plan, Regional Economic Development Partnership-Feasibility Study, Vertical Market Assessment and Workforce Needs Analysis; and

NOW, THEREFORE, be it resolved by the Board of Directors of TexAmericas Center that the Executive Director/CEO is hereby authorized to execute in substantial form the attached contract with Workforce Solutions.

PASSED AND APPROVED THIS 24th day of May, 2016.


Denis Washington, Chairman of the Board

ATTEST:


Boyd Sartin, Secretary-Treasurer

Attached: FY16-02 Contract

CONTRACT COVER PAGE

Summary Statement of Purpose:

To act as the Local Coordinator and Convener for the OEA Grant project. To complete the following action items stakeholder network mapping, stakeholder communication and engagement plan, regional economic development partnership feasibility study, vertical market assessment, and workforce needs analysis.

Responsible Parties to the Contract:

TexAmericas Center

Workforce Solutions Northeast Texas

Scott Norton

Randy, Reed

Name

Name

Executive Director/ Chief Executive Officer

Executive Director

Title

Title

107 Chapel Lane
New Boston, TX 75570

911 N. Bishop, Bldg A Suite 100
Wake Village, TX 75501

Address

Address

(903) 223-9841

(903) 794-9490

Phone Number

Phone Number

scott.norton@texamericascenter.com

randy.reed@netxworks.org

Email Address

Email Address

75-2804233

31-1802114

Federal ID Number

Federal ID Number

Contract Details:

Start Date:

6/1/2016

End Date:

5/31/2017

Type of Contract:

Fixed Price

Amount of Contract:

\$419,252.00

Funding Source:

OEA Grant

Contract Between
WORKFORCE SOLUTIONS NORTHEAST TEXAS

And

TexAmericas Center

Contract Details

Start Date:	<u>June 1, 2016</u>	Contract Amount:	<u>\$419,252.00</u>
End Date:	<u>May 31, 2017</u>	Contract Number:	<u>FY16-02</u>

This Contract is made and entered into between TexAmericas Center
(herein after referred to as "Contractor"), a State of Texas Chartered Special Purpose District with the
principal officer/owner being Scott Norton, licensed
to do business in the State of Texas, with a principle place of business at 107 Chapel Lane
New Boston, TX 75570 and Northeast Texas Workforce Development Board d.b.a.
Wokforce Solutions Northeast Texas (herein after referred to the the "Board), with a principle place of
business at 911 N. Bishop, Bldg A Suite 100 Wake Village, TX 75501.

This Contract is effective June 1, 2016

SECTION 1 STATEMENT OF SERVICES

Services shall be provided in accordance with "Scope of Work" contained in Attachment A of this contract

SECTION 2 BUDGET SUMMARY

Costs shall be consistent with the "Budget Summary" contained in Attachment B of this contract

SECTION 3 LEGAL AUTHORITY

Contractor certifies that it possesses legal authority to enter into this Contract, receive the funds authorized by this Contract, and perform the services Contractor has obligated itself to perform under this Contract with the Board.

Contractor certifies it is legally qualified to undertake this Contract in the State of Texas. Contractor, if a corporation, certifies that it is registered with the Secretary of State of the State of Texas. If the Contractor is a for-profit Corporation it has either provided or will provide during the term of this Contract a copy of a "Certificate of Good Standing" issued by the Comptroller of Public Accounts of the State of Texas.

This Contract will be governed by and construed in accordance with the laws of the State of Texas. Venue, for purposes of this Contract, shall be in Bowie County, Texas.

This Contract is subject to the written approval of the Executive Director of the Board and shall not be binding until so approved.

SECTION 4 COMPLIANCE / APPLICABLE LAWS

- A. Contractor assures that it will comply with all applicable Federal, State, and local laws.
- B. Failure of the Board to insist, in one or more instances, upon performance of any term of this Contract is not a waiver of the Board's right to future performance of such item, and Contractor's obligation for future performance of such term shall continue in effect. The rights and remedies of the Board in this clause are in addition to any other rights and remedies provided by law or under this Contract.
- C. In the event that the Contractor cannot meet any of the obligations of this Contract, the Contractor shall so notify the Board in writing within fourteen (14) calendar days. Contractor understands that this may lead to termination of the Contract.

Section 5 NON-WAIVER

The Board shall not waive any rights they may have at law to enforce the performance of this contract or arising out of or in connection with any act or omission by Contractor resulting from breach of this contract or negligence, intentional or reckless, or any other wrongful or illegal acts.

SECTION 6 ASSIGNMENTS

Contractor may not contract, assign, transfer, convey, sublet or otherwise dispose of this Contract or any right, title, obligation, duty or interest it may have therein to any third party without prior written approval from the Board. Failure to adhere to this requirement will result in termination of the Contract. Contractor shall be held responsible for all funds received under this contract. Failure to adhere to this requirement will result in contract termination. The restrictions of this section do not prohibit or otherwise limit the right of Contractor to subcontract with third party entities for performance of portions of the work required under the contract.

SECTION 7 PAYMENTS/REPAYMENTS

- A. This Contract may be immediately terminated or reduced by the Board in the event that the US Congress, DOD fails to provide or reduces the funds for the grant(s) under which this Contract is funded. In such event, it shall be within the sole discretion of the Board to determine whether to reduce funds or terminate this Contract. The restrictions of this section do not prohibit or otherwise limit the right of Contractor to subcontract with third party entities for performance of portions of the work required under the contract. In the event that the contract funds are reduced by the Board, the parties to this agreement shall negotiate a reduction or modification of the scope of the work so that is is commensurate with the funding available. If the parties fail to reach agreement regarding the reduction of the scope of work, Contractor shall have the right to terminate this contract.

- B. Payment under this Contract shall not exceed \$419,252.00 . Any requests for additional payments should be done so in writing to the Executive Director for review.
- C. Based on the budget included in the proposal by TexAmericas Center, \$109,252.00 for personnel costs, will be paid in even monthly draws over a 12 month period. Documentation of personnel costs must be submitted monthly with payment requests. Based on the budget included in the proposal by TexAmericas Center, the remaining \$310,000.00 will be paid on a monthly basis for work completed. The work to be completed includes the Stakeholder Network Mapping, Stakeholder Communication Plan, Regional Economic Development Feasibility Study, Vertical Market Assessment, and Workforce Needs Analysis. Documentation of work completed must be submitted monthly with payment requests.
- D. The Board shall not be liable to the Contractor for costs incurred or performance rendered by the Contractor before commencement of this Contract or after termination of this Contract.
- E. Contractor will bill the Board for allowable costs under this contract and the Contractor agrees that payments will be made only upon submission of invoice.
- F. Contractor agrees to submit documentation supporting all requests for payment. The Board is not obligated to honor payment requests which are inaccurate, incomplete, undocumented, or unreasonably late as determined by the Board. The Board shall pay all appropriately submitted expenses within thirty (30) calendar days of the payment request.
- G. Contractor agrees that all payments made to the Contractor by the Board are subject to review, monitoring and audits. Accordingly, the Contractor assumes all liability for repayments of funds disbursed when such payments are determined not to meet the conditions of this contract.
- H. Contractor agrees to fully cooperate with any effort by the Board to obtain reimbursement for any funds paid to Contractor under this contract which are questioned, unauthorized or disallowed as a result of an audit, review, survey or monitoring conducted by the Board, DOD, or any other designated representatives.
- I. In the event of reckless or intentional misconduct by the Contractor resulting in damages or failure to complete a required work project, Contractor shall repay funds associated with such reckless or additional misconduct to the Board within thirty (30) calendar days of notification, unless a written alternative schedule for repayment has been approved by the Board.
- J. Contractor shall inform the Board in writing and in advance of any application for, or receipt of, additional funding which may have a significant effect upon the quality or cost for the program funded under this contract. Contractor assures that in the event duplicate payments are received by the Contractor from any other funding source other than through this contract, such payment will be refunded to the Board.
- K. The Board may withhold payments under this Contract pending satisfaction of any repayment obligations under this Contract.

- L. The Board reserves the right to suspend funding, in whole or in part, to protect the integrity of contract funds or to ensure proper operation of programs.

SECTION 8 REPORTING RESPONSIBILITIES

Contractor shall not divulge confidential information without written permission except as required by the Board, DOD, or their designees for purposes of monitoring, performance evaluation, or audit. Release of information by Contractor, if such release is required by Federal or State law, shall not be construed as a breach of this section.

SECTION 9 DEBARMENT AND SUSPENSION

Contractor is required to certify compliance with Debarment and Suspension, Executive Order 12549, 29 CFR Part 98 (Federal Register 53, 19188). Contractor shall notify the Board in the event that Contractor is notified by other Federal funding sources that he or she has been debarred or suspended, and shall include reasons for the debarment/suspension action(s).

SECTION 10 INSURANCE

Contractor may be required by the Board to provide insurance as required under Federal, State, or local law.

SECTION 11 MONITORING

The Board may periodically, without advance notice, monitor the Contractor for compliance and performance. Contractor shall be subject to an evaluation by the Board of the services rendered, timeliness of responses and capacity of the Contractor to fulfill the terms and conditions under this contract.

SECTION 12 FRAUD AND ABUSE PREVENTIONS

- A. Contractor shall establish, maintain, and utilize internal program management procedures sufficient to provide for proper effective management and the prevention of fraud and abuse in all activities funded under this Contract.
- B. Contractor shall ensure diligence in managing programs under this contract and take immediate corrective action against known violations of governing laws, regulations and policies.
- C. Contractor and any auditors performing monitoring or audits of Contractor agree to notify the Board of any actual or suspected Program Fraud and Abuse or any other criminal activity within twenty-four (24) hours of discovery.
- D. Contractor shall cooperate fully with the Board, DOD, law enforcement officers and any other duly authorized investigative unit in carrying out a full investigation of all such incidents.
- E. Evidence of fraud or misappropriation of funds will result in the withholding of contract payments, cancellation of contract and/or debarment.

SECTION 13 CONFLICT OF INTEREST

- A. Contractor shall take every reasonable course of action in order to maintain the integrity of the expenditure of public funds and to avoid favoritism and questionable or improper conduct. Contract shall be administered in an impartial manner, free from efforts to secure personal, financial or political benefit, tangible or intangible. Contractor, staff and employees, while administering this contract, shall avoid situations which could give the appearance that any decision was influenced by prejudice, bias, special interest, or desire for personal gain.**
- B. Contractor certifies that a fee has not been paid nor has any other means been incorporated, to try to influence the funding of this Contract through actions which would constitute a real or apparent conflict of interest.**
- C. Prior to any Contract award, Contractor may be required to complete and file with the Board a Disclosure of Interests Form which indicates any interest, fact or circumstance which does or may present a potential conflict of interest. During the term of this Contract or any extension thereof, Contractor agrees to immediately inform the Board in writing of any potential conflict of interest which arises.**
- D. Contractor is not a member of the Board, and Contractor is not married to a member of the Board, the Executive Director, or an employee of the Board.**
- E. No member of the Board, Executive Director, or employee of the Board receives compensation from Contractor for lobbying activities as defined in Chapter 305 of the Texas Government Code.**

SECTION 14 UNFAIR BUSINESS PRACTICES

By signing this Contract, Contractor covenants and affirms that Contractor has not been found guilty of unfair business practices in a judicial or state agency administrative proceeding during the preceding year. Contractor further affirms that no officer of the Contractor has served as an Officer of any company found guilty of unfair business practices in a judicial or agency administrative proceeding during the preceding year.

SECTION 15 SECTARIAN INVOLVEMENTS PROHIBITED

Contractor shall ensure that no funds under this Contract are used, either directly or indirectly, in the support of any religious or anti-religious activity, worship, or instruction.

SECTION 16 POLITICAL ACTIVITY/LOBBYING

No funds provided under this Contract may be used in any way to attempt to influence in any manner a member of Congress to favor or oppose any legislation or appropriation by Congress, or for lobbying with State or local legislators. Contractor will comply with the requirements of Restrictions on Lobbying; Certification and Disclosure Requirements imposed by 29 CFR 93 dated February 26, 1990, and clarified by Notice in the Federal Register, Vol. 55, No. 116, dated June 15, 1990.

SECTION 17 NON-DISCRIMINATION/EQUAL OPPORTUNITY

- A. Contractor and staff assures they will comply fully with the nondiscrimination and equal opportunity provisions of Title VI or VII (as applicable) of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; Title IX of the Education Amendments of 1972, as amended; the Americans with Disabilities Act of 1990, as amended; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR Part 37.20. The United States and the State of Texas retain the right to seek enforcement of this assurance to the maximum extent possible, as applicable.
- B. Contractor shall not deny rights and benefits to any person on the basis of religion, color, race, national origin, sex, age, physical or mental disability unrelated to ability, unfavorable discharge from military service, or political affiliation or belief.
- C. Contractor will not discriminate unlawfully against any employee or applicant for employment because of religion, color, race, national origin, physical handicap, mental disability, temporary medical condition, age, sex or participation in programs.

SECTION 18 CLOSE-OUT PROCEDURES

The Board shall not be liable for any costs incurred by Contractor in the performance of this Contract which have not been billed within thirty (30) calendar days of the termination date of this Contract. Costs submitted within this deadline but deemed not payable may not be resubmitted after this deadline.

SECTION 19 CHANGES AND AMENDMENTS

- A. Any alterations, additions, or deletions to the terms of this Contract shall be by modification hereto in writing and executed by both parties to this Contract.
- B. Any alterations, additions, or deletions to the terms of this Contract which are required by changes in Federal or State law, regulation, or policy are automatically incorporated into this Contract without written amendment hereto, and shall become effective on the date designated by such law, regulation, or policy.

SECTION 20 DISPUTE AND COMPLAINT RESOLUTION

- A. The Contractor shall agree in the event of any dispute, claim, question, or disagreement arising from or relating to this Contract or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of 60 days, then, upon notice by either party to the other, all disputes, claims, questions, or differences shall be finally settled by arbitration administered in accordance with the State of Texas Alternative Disputes Resolution (ADR) Procedures Act.
- B. The Contractor shall immediately notify the Board in writing of any actions or suits filed and of any claims made against the Board, the Contractor, or any other parties involved in this Contract.

SECTION 21 TERMINATION

- A. This Contract may be terminated in whole or in part at any time that the Board or its authorized representative, the Executive Director, determines:
- 1) That the Contractor has failed to perform in whole or in part under this Contract or fails to make sufficient progress so as to endanger the performance of Contractor obligations;
 - 2) Contractor has failed in one or more respects to provide the services required under this Contract;
 - 3) Contractor has failed in one or more respects to comply with any of the terms under this Contract;
 - 4) Contractor has failed to comply with grant legislation, the regulations promulgated there under, or any of the laws, regulations, or policies which apply to the funds used to implement requirements of this contract;
 - 5) If Contractor through his or her actions or inactions in the management of the contract, in the opinion of the Board, jeopardizes the program funds made available under this contract, or;
 - 6) That it is in the best interest of the Board to do so.

Notice of termination by the Board shall be given in writing to the Contractor and sent via U.S. Certified Mail. Such notice of termination shall state the reason and effective date of termination.

- B. Either party may request a termination for convenience upon fifteen (15) business days written notice to the other party, by certified return receipt request at parties' legal address or such shorter period as may be mutually agreed to by the parties. In the event of a termination for convenience, Contractor shall be entitled to receive reimbursement for all allowable costs, as defined herein, through the date of termination. Thereafter, the Board shall not be responsible, liable, or owing for any expense or costs incurred after the effective date of the termination of this Contract.
- C. The Board shall not be liable to Contractor for costs incurred after the date of termination of this Contract.
- D. Notwithstanding any exercise by Board of its right of early termination pursuant to this Section, Contractor liability to the Board for damages due to the Board shall survive termination of this Contract.
- E. Termination under any provision of this section shall not prohibit the Contractor from being paid for performance prior to the date of termination and for reasonable demobilization cost related to early termination for any reason other than breach of contract by Contractor.

SECTION 22 SEVERABILITY

The Board and Contractor agree that should any provisions of this Contract be determined to be invalid or unenforceable, all other terms of this Contract shall continue in full force and effect. There are no third party beneficiaries arising out of or intended to arise out of this Contract.

SECTION 23 WHOLE CONTRACT

This Contract embodies the complete Contract between the parties and supersedes all previous oral and written Contracts.

SECTION 24 CONTRACT PERIOD

Start Date: June 1, 2016

End Date: This Contract will end on May 31, 2017, if not renewed or otherwise terminated pursuant the terms of this contract.

SECTION 25 OFFICIAL CONTACT PERSONS

By signing this Contract, Randy Reed, Executive Director of Workforce Solutions Northeast Texas, and Scott Norton, Executive Director/CEO of TexAmericas Center, represents that they have read and understood the terms of this Contract, they are authorized to execute this Contract, that they have had the opportunity to consult with legal counsel concerning the terms of this Contract and they agree to be bound by the terms of this Contract.

Workforce Solutions Northeast Texas ("Board")

By: Randy Reed 5/25/2016
Randy Reed, Executive Director Date

By: Scott Norton 5/24/16
Scott Norton, Executive Director/CEO Date

Attachment A - Scope of Work

Description of Work to be Completed

Local Convener

Execute and fulfill the broader goals of the OEA grant as described below, including mobilizing and engaging multi-state and jurisdictional support from government, business, and community leadership. Ensure reports are produced and include needed disclaimer.

Stakeholder Network Mapping

Manage internal communications to and within the 12-county area. Provide a Customer Relationship Management (CRM) database tool that can be accessed by multiple entities and includes Point of Contact information for government, business, and community leadership. The tool will be central to setting up employer visits, implementing the Stakeholder Communications and Engagement Plan and creating a forum to discuss feasibility of growing and deepening regional economic development partnerships. TexAmericas Center (TAC) will provide a familiar system that is scalable, comprehensive, intuitive to use and transportable; yet focused on economic development.

Stakeholder Communications and Engagement Plan

Develop and manage communications tool to easily and quickly communicate activities and status related to all activities e.g. website, Facebook page, LinkedIn page, and newsletter. Monthly progress reports will be provided to Workforce Solutions Northeast Texas. Further, seek out, through a consultant, and find a collaborative, flexible, agile tool to engage in complex discussion and decision making about how to manage region-wide, systemic issues where no clear owner exists and in its place is a complex system of ownership, funding and objectives. The process will begin with identifying a question to be answered, determining who is best to convene, designing workshop, facilitating the workshop day, and following up with teams to assure projects are moving forward.

Regional Economic Development Partnership Feasibility Study

Manage, through an out-source consultant, the process of discussing and determining the initial interest from various segments of community leadership for better coordinating community betterment and economic development activity that will, in the long-run, lead to the creation of a sustainable organizational structure, funding and defined regional Goals and Objectives. A report will be provided including recommended actions.

Vertical Market Assessment

Manage the process of assessing, through a consultant, the greater Texarkana regional market from the vantage point of:

- Cost of doing business

- Hard infrastructure e.g. Rail and Interstate, etc.

- Soft infrastructure e.g. Training venues and curriculum, etc

- Concentration of existing industry and linkage opportunities

- Concentration of existing job skills and bleed over opportunity

- Scan the mid-south, national and international market for potential emerging industries

Manage the process of making recommendations of regional product and service delivery improvements, organizational structure enhancements as well as targeting marketing recommendations. Manage the process of selecting companies to meet with and interview as well as setting up the meetings. Any immediate needs learned through the interview process will be shared back to appropriate local entities, e.g. Economic Development Organization (EDO), city, workforce group, etc. The review process will include identification of barriers that may exist for TAC/Red River Army Depot (RRAD) participation in federal grant and job creating programs such as New Market Tax Credits, Historically Underutilized Business (HUB) Zone, Empowerment Zones/Enterprise Zones, federally-funded services from brownfield cleanup and environmental protection efforts, AmeriCorps funds, Manufacturing Extension Partnership (MEP) services, customizable job training programs, Small Business Investment Company (SBIC) Impact Fund, Small Loan Advantage and Community Advantage programs, Community Development Financial Institutions, etc. A report will be provided.

Workforce Needs Analysis

Manage the process of gathering information from regional employers about current and future training needs through a consultant. Manage the process of selecting companies to meet with and interview as well as setting up the meetings. Any immediate needs learned through the interview process will be shared back to the appropriate local entities e.g. EDO, city, workforce group, etc. Using the Stakeholder Mapping tool, develop mechanisms to continue to secure input on immediate and future needs. The study will be forward looking, giving insight into how the region's workforce may change in the future, 5, 10, and 20 years out. The ultimate goal is to bring greater alignment to employer needs and production of area training institutions. Recommendations of immediate changes are needed as well as recommendations as to how the community can use existing resource to continually update this information. Finally, the workforce needs assessment will target identification of barriers associated with job skill classification that exist at RRAD, civilian and public. Ultimate goal, should barriers be discovered, is to have these items corrected so that the data flows more freely and accurately through existing government information channels. A report will be provided.

Attachment B - Budget

Local Coordinator and Convener	\$109,282
Stakeholder Network Mapping	\$20,000
Stakeholder Communication and Engagement Plan	\$20,000
Regional Economic Development Partnership - Feasibility Study	\$20,000
Vertical Market Assessment	\$150,000
Workforce Needs Analysis	\$100,000
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Total	\$419,282