

*RESOLUTION No. 09-517*

P. R. No. 15597  
10/28/09

**A RESOLUTION APPROVING A PUBLIC BROADCAST  
AGREEMENT BETWEEN RADIO STATION KSAP-107.1  
LPFM "THE BREEZE" AND THE CITY OF PORT ARTHUR  
SECTION 4A ECONOMIC DEVELOPMENT CORPORATION**

**WHEREAS**, the City Council deems it in the public interest to authorize the City of Port Arthur Section 4A Economic Development Corporation (the "PAEDC") to enter into an Public Broadcast Agreement (the "Agreement") with Radio Station-107.1 LPFM "The Breeze"; and

**WHEREAS**, PAEDC will pay a sum of \$5,000 to The Breeze in advance for broadcasting 1,200 announcements during the 12 month period beginning November 4, 2009 through November 4, 2010; and

**WHEREAS**, no portion of the payment made by PAEDC to The Breeze shall be used in any manner associated with political announcement or the advertising of goods, services and products that are contrary to directives from the PAEDC; and

**WHEREAS**, The Breeze shall provide notification to the PAEDC of the broadcast times by broadcast log on a basis no less than quarter annually during the term of this Agreement; and

**WHEREAS**, on October 26, 2009, the PAEDC approved a total expenditure of \$5,000 for public broadcast on The Breeze radio station KSAP-107.1 to inform Port Arthur residents about the positive economic impact that the PAEDC plays in the City of Port Arthur; and

**WHEREAS**, the Agreement shall not renew automatically, but may only be renewed by action of the Board of Directors of the PAEDC.

**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 PAEDC is herein authorized to enter into the Agreement with Radio Station-107.1 LPFM "The Breeze" and the President and Secretary of the PAEDC are authorized to sign the Agreement in substantially the same form as denoted in **Exhibit "A"**.

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

**READ, ADOPTED AND APPROVED** on this 3<sup>rd</sup> day of November A.D., 2009, at a Meeting of the City Council of the City of Port Arthur, Texas, by the following vote:

AYES:

Mayor \_\_\_\_\_

Councilmembers Chatman, Flood, Beard, Wise,  
and Henderson.

NOES: Mayor Prince; Mayor Pro Tem Segler;  
Councilmembers Albright & Williamson.

Deloris Prince  
DELORIS "BOBBIE" PRINCE, MAYOR

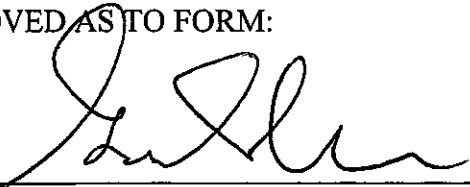
ATTEST:

Terr Hanks  
TERRI HANKS, CITY SECRETARY

APPROVED:

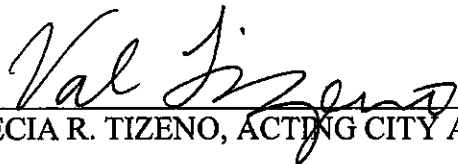
Floyd Batiste  
FLOYD BATISTE, PAEDC CEO

APPROVED AS TO FORM:



GUY N. GOODSON, PAEDC ATTORNEY

APPROVED AS TO FORM:



VALECIA R. TIZENO, ACTING CITY ATTORNEY

# **EXHIBIT “A”**

**PUBLIC BROADCAST AGREEMENT BETWEEN  
RADIO STATION KSAP-107.1 LPFM "THE BREEZE" AND  
CITY OF PORT ARTHUR SECTION 4A  
ECONOMIC DEVELOPMENT CORPORATION**

Truth & Education Corporation is a Texas non-profit corporation (Tax ID #76-0682918) and is the parent company to KSAP-107.1 LPFM "The Breeze", a non-commercial public radio station ("The Breeze").

The City of Port Arthur Section 4A Economic Development Corporation is an economic development corporation and is duly authorized to do business in the State of Texas (the "PAEDC").

The PAEDC has agreed to pay the sum of Five Thousand and 00/100 Dollars (\$5,000.00), in advance, for The Breeze broadcasting [1,200 live broadcasts] during the 12-month period beginning November 4, 2009 through November 4, 2010 (the "Term").

The content of the live broadcasts shall be approved by the duly authorized representatives of the PAEDC prior to announcement. Further, on a periodic basis, The Breeze will invite representatives of the PAEDC to appear live on The Breeze for live broadcast updates on issues and projects directed to the economic development of the City of Port Arthur, Texas and the business activities of the PAEDC.

No portion of the payment hereby made by the PAEDC to The Breeze shall be used in any manner associated with political announcements or the advertising of goods, services and products that are contrary to directives from the PAEDC.

The Breeze shall be responsible for any expense incidental to preparation of announcements or any associated costs of broadcast services on behalf of the PAEDC; however, the PAEDC, its Board and staff will make themselves available for taping announcements as requested by The Breeze and in the best interest of the PAEDC.

The Breeze shall provide notification to PAEDC of the broadcast times by broadcast log on a basis no less often than quarter annually during the Term of this Agreement.

Within thirty (30) days of the close of the initial Term of this Agreement or any extension thereof as approved by the PAEDC, a final accounting of broadcast announcements for the Term of the Agreement shall be provided, and if less than the number of announcements specified herein have been provided, The Breeze shall provide additional announcements during a subsequent year of the Agreement between the parties or shall reimburse PAEDC a proportionate share for announcements not broadcast. In addition to the report of announcements broadcast, The Breeze agrees to provide an annual report to the PAEDC within thirty (30) days following the close of the Term or any extension of this Agreement describing the goods and services provided for payment specified herein.

The Breeze recognizes the business purpose and the positive economic impact that the PAEDC plays in the City of Port Arthur, Texas, and The Breeze will not engage in any business plans that are derogatory to those purposes of the PAEDC. The obligations of The Breeze include but are not limited to meeting the policies and procedures of the PAEDC including the policy on non-use of undocumented workers as provided in the attachment to this Agreement which is incorporated herein and made a part hereof for all purposes (the "Addendum").

If The Breeze fails to meet its contractual obligations as set forth in this Agreement, the PAEDC may terminate this Agreement on the providing of not less than ten (10) days prior written notice. Following the termination by the PAEDC, The Breeze shall be responsible for reimbursement to the PAEDC of the pro rata share for any announcements not provided during the Term of this Agreement.

The Term of this Agreement shall only be renewed by action of the Board of Directors of the PAEDC, and this Agreement does not renew automatically.

**Truth & Education Corporation**

**DATE:** \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**City of Port Arthur Section 4A  
Economic Development Corporation**

**DATE:** \_\_\_\_\_

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

**ATTEST:**

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

**ADDENDUM TO ALL AGREEMENTS  
BETWEEN THE  
CITY OF PORT ARTHUR SECTION 4A ECONOMIC DEVELOPMENT CORPORATION  
&  
ENTITIES CONTRACTING WITH THE PAEDC**

Any entity contracting with the PAEDC (the "Contractor") affirms 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."

The Contractor acknowledges that it has reviewed Chapter 2264, Texas Government Code, attached hereto as **Exhibit "A"** and made a part hereof for all purposes and hereby affirmatively agrees to repay the amount of any incentive with interest at the rate of ten (10%) percent per annum not later than the 120<sup>th</sup> day after the date PAEDC notifies the Contractor of a violation.

The Contractor 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 Contractor is not liable for a violation of this Chapter by a subsidiary, affiliate or franchisee of the Contractor or by a person with whom the Contractor contracts.

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

**SIGNED AND AGREED TO** on the \_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

**CONTRACTOR**

**SIGNED AND AGREED TO** on the \_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_

-

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

Its: \_\_\_\_\_

\_\_\_\_\_  
Acknowledgment