

RESOLUTION NO. 18-523

A RESOLUTION APPROVING A TRAINING AGREEMENT BETWEEN THE CITY OF PORT ARTHUR SECTION 4A ECONOMIC DEVELOPMENT CORPORATION AND LAMAR STATE COLLEGE PORT ARTHUR FOR TUITION REIMBURSEMENT FOR FIVE (5) PORT ARTHUR RESIDENT HIGH SCHOOL GRADUATES ATTENDING A TWO-YEAR ASSOCIATE DEGREE PROGRAM. EDC ACCOUNT NO. 120-1429-582.59-07

WHEREAS, The Board of Directors of the City of Port Arthur Section 4A Economic Development Corporation ("PAEDC") has found that supporting students in Port Arthur through two-year associate degree programs helps to decrease the unemployment rate in the City of Port Arthur; and

WHEREAS, Lamar State College Port Arthur ("LSCPA") offers numerous two-year associates degree programs, and eight degree programs train students for employment in high demand fields; and

WHEREAS, the eight degree programs eligible under the program guidelines are drafting, HVAC, instrumentation technology, medical coding specialist, medical office administration, process technology, surgical technician, and nursing; and

WHEREAS, the PAEDC Board of Directors has created program guidelines attached hereto as **Exhibit "A"** that establish criteria for recipient award qualifications and establish which degree programs are eligible; and

WHEREAS, according to the guidelines, the PAEDC Review Committee will determine eligibility of award recipients, LSCPA will invoice PAEDC for cost associated with the degree program, and PAEDC will make payment; and

WHEREAS, PAEDC will allocate a total of \$67,500 for eligible students or \$13,500 each for a total of five (5) students; and

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

WHEREAS, at their December 3, 2018 regular Board meeting, the PAEDC Board of Directors approved a Training Agreement with LSCPA attached hereto as **Exhibit "B"** for tuition reimbursement for five (5) Port Arthur resident high school graduates attending a two-year associate degree program in an amount not to exceed \$67,500.

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 Lamar State College Port Arthur for tuition reimbursement for five (5) Port Arthur resident high school graduates attending a two-year associate degree program in an amount not to exceed \$67,500.

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 Dec. A.D., 2018,
at a Meeting of the City Council of the City of Port Arthur, Texas, by the following vote:

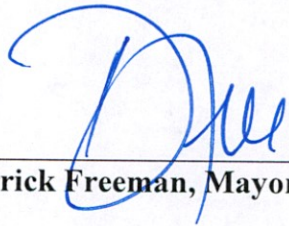
AYES:

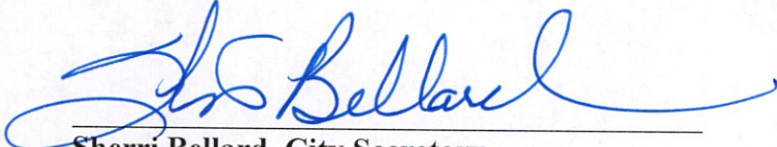
Mayor Freeman; Mayor Pro Tem Kinlaw,
Councilmembers Vestt, Jones, Isuch, Mason
and Frank.

NOES:

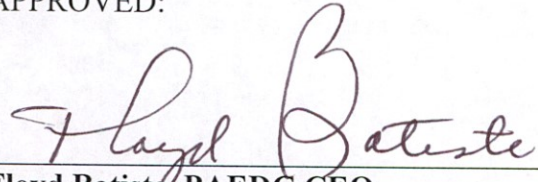
None.

ATTEST:


Derrick Freeman, Mayor


Sherri Bellard, City Secretary

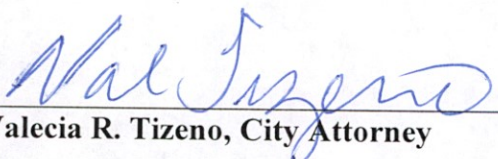
APPROVED:


Floyd Batiste, PAEDC CEO

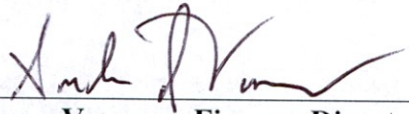
APPROVED AS TO FORM:


Guy N. Goodson, PAEDC Attorney

APPROVED AS TO FORM:


Valecia R. Tizen, City Attorney

APPROVED AS TO AVAILABILITY OF FUNDS:

A handwritten signature in dark ink, appearing to read "Andrew Vasquez", written over a horizontal line.

Andrew Vasquez, Finance Director

EXHIBIT “A”

Port Arthur Economic Development Corporation

LSCPA Tuition Fund

The Port Arthur Economic Development Corporation (PAEDC) has a tuition fund available for five (5) graduating high school seniors who plan to attend Lamar State College Port Arthur (LSCPA). Applicants must have a minimum Grade Point Average (GPA) of 2.5 on a 4.00 scale and want to pursue an associate degree in the following programs through LSCPA:

- Drafting
- Heating, Ventilation, & Air Conditioning
- Instrumentation Technology
- Medical Coding Specialist
- Medical Office Administration
- Process Technology
- Surgical Technology
- Nursing

Scholarship requirements:

1. Any graduating high school senior who is a Port Arthur resident continuing his/her education in a college program at LSCPA, with a current minimum of a 2.5 GPA
2. The scholarship will be in the amount not to exceed \$13,500 that will be distributed in up to eight (8) segments over the course of a two-year college program. These distributions are limited to four per year. (Spring, Fall, Summer 1 & 2)
 - The first distribution will be rewarded upon receipt of a letter of acceptance received by LSCPA and proof of full time enrollment.
 - The remaining distributions are dependent on the student being enrolled full time per semester and successfully maintaining, at a minimum, a cumulative GPA of 2.5. Grades received for each semester must be submitted to PAEDC as proof before the next disbursement of the award will be given.
 - Monies not rewarded due to ineligibility will remain the property of PAEDC. If a recipient leaves LSCPA and there are scholarship funds remaining, LSCPA shall return the balance of the PAEDC Scholarship Award.
3. Scholarship applications should be submitted in the spring of each year. Specific time windows when applications are being accepted will be communicated to the school's guidance counselor and on PAEDC's website. PAEDC will additionally run an announcement of the scholarship application period on the city's television broadcast,

Channel 4. Parents are urged to encourage their children to apply for the scholarship.

4. The recipients will be announced at their high school's Awards Banquet, Graduation or equivalent.
5. This scholarship can be used for tuition, books, laboratory fees, and other academic costs and miscellaneous fees.
6. Scholarship checks will be sent directly to the Financial Aid Offices of the institutions involved.
7. If a scholarship winner must delay their education for any reason, the recipient must contact the PAEDC in writing as soon as possible. The scholarship will be held up to one year from the date PAEDC has been notified of the delay. After that time, the PAEDC will have the discretion to continue holding or to withdraw the scholarship award as they see fit.

All Port Arthur Seniors who are interested can obtain applications from their high school counselors or the PAEDC. The deadline for submitting applications is March 30, 2019.

For additional information contact:

The Port Arthur Economic Development Corporation
(409) 963-0579

Instructions for Submitting the Scholarship Application

1. The entire application must be completed for consideration by the Tuition Fund Committee.
2. Type or neatly print all information.
3. Attach a one-page essay described in Section III of this application.
4. Sign and date the last page.
5. Have the guidance counselor sign and date the last page, verifying SAT scores, class rank, and cumulative high school grade point average
6. Provide high school transcript.
7. Hand deliver or mail to the Port Arthur Economic Development Corporation, Attn: Krystle Muller, 501 Procter St., Ste. 100, Port Arthur, TX 77640.
8. All applicants will be reviewed, and the finalists will be called for an interview.

Port Arthur Economic Development Corporation
Lamar State College Port Arthur Tuition Fund
Application

Section I: Personal Information

NAME (LAST, FIRST AND MIDDLE INITIAL)	
PERMANENT MAILING ADDRESS (STREET, CITY, STATE, ZIP CODE)	
HOME PHONE NUMBER (INCLUDING AREA CODE)	
EMAIL ADDRESS	
YEAR OF GRADUATION FROM HIGH SCHOOL	
NAME OF FATHER/GUARDIAN (LAST, FIRST AND MIDDLE INITIAL)	
NAME OF MOTHER/GUARDIAN (LAST, FIRST AND MIDDLE INITIAL)	
INCOME RANGE OF FAMILY	€ LESS THAN \$50,000/YEAR € \$50,000/YEAR OR MORE
NUMBER OF COLLEGE STUDENTS IN THE FAMILY THE NEXT SCHOOL YEAR (NOT INCLUDING SELF)	
INSTITUTION #1 WHERE APPLICANT HAS APPLIED AND/OR BEEN ACCEPTED	
INSTITUTION #2 WHERE APPLICANT HAS APPLIED AND/OR BEEN ACCEPTED	
INSTITUTION #3 WHERE APPLICANT HAS APPLIED AND/OR BEEN ACCEPTED	
INTENDED PROFESSION/CAREER	
SAT SCORES (VERBAL/MATH)	
NAME OF HIGH SCHOOL	
CUMULATIVE HIGH SCHOOL RANK (STATE TOTAL HIGH SCHOOL	

CLASS SIZE)	
CUMULATIVE HIGH SCHOOL GRADE POINT AVERAGE	

Section II: Activities

NAME OF EXTRACURRICULAR ACTIVITY SPONSORED BY HIGH SCHOOL	SCHOOL YEAR IN WHICH YOU PARTICIPATED IN THIS ACTIVITY	MAJOR OFFICE HELD/ HONORS RECEIVED	MOST SIGNIFICANT CONTRIBUTION

Examples: Academic Clubs, Musical Groups, Sport Teams, etc.

WORK EXPERIENCE			
EMPLOYER	POSITION	SPECIFY IF DURING SCHOOL YEAR OR SUMMER	AVERAGE HOURS PER WEEK

COMMUNITY ACTIVITY/VOLUNTEER WORK			
ORGANIZATION	ACTIVITY	SPECIFY IF DURING SCHOOL YEAR OR SUMMER	AVERAGE HOURS PER WEEK

NAME ANY OTHER SPECIAL RECOGNITION, ACADEMIC HONOR, OR SPECIAL ACHIEVEMENT YOU HAVE RECEIVED	SCHOOL YEAR RECEIVED	DESCRIBE WHAT YOU DID TO EARN RECOGNITION

Section III: Essay

Attach an essay to this application. The document should be approximately 500 words, double-spaced in 10 to 12 point font. (Applications submitted without an essay will not be considered)

Describe why you deserve the PAEDC Scholarship. Discuss why you chose your field of study, what your objectives are, and how a higher education will help you to further realize your goals.

The foregoing facts and the attached essay are true to the best of my knowledge.

Student Signature

Date

Guidance Counselor Signature

Date

EXHIBIT “B”

**TRAINING AGREEMENT
BETWEEN
CITY OF PORT ARTHUR SECTION 4A
ECONOMIC DEVELOPMENT CORPORATION
AND
LAMAR STATE COLLEGE PORT ARTHUR**

RECITALS

WHEREAS, The City of Port Arthur Section 4A Economic Development Corporation ("PAEDC") Board has found that supporting students in Port Arthur through two (2) year associate degree programs helps to decrease the unemployment rate in the City of Port Arthur.

WHEREAS, Lamar State College Port Arthur ("LSCPA") offers numerous two year associates degree programs (the "Program").

WHEREAS, PAEDC will establish a committee made up of PAEDC representatives and LSCPA representatives to create program guidelines which will establish criteria for recipient award qualifications and establish which degree programs are eligible.

WHEREAS, after the Committee determines eligibility, LSCPA will invoice PAEDC for cost associated with the degree program and PAEDC will make payment.

WHEREAS, PAEDC will allocate a total of \$67,500 for eligible students or \$13,500 each for a total of five (5) students.

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, LSCPA and the PAEDC agree as follows:

AGREEMENT DATES

AGREEMENT START DATE

1. This Agreement ("Agreement") is entered into with an effective date of _____.

AGREEMENT END DATE

2. This Agreement expires on _____.

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. Lamar State College Port Arthur, 1500 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 LSCPA

- (1) Funding in the amount of \$67,500 is allocated to LSCPA subject to the approval of the City. LSCPA will provide the following services:
 - a. Work with PAEDC to identify eligible students pursuant to the Program Guidelines attached hereto as *Exhibit "A"*.
 - b. Provide invoices to PAEDC for cost associated with degree program.
 - c. Provide PAEDC with reports on the students.

(b) PERFORMANCE BY PAEDC

- (1) PAEDC shall submit payment in an amount not to exceed \$13,500 per student after receipt of an invoice.
- (2) PAEDC shall allocate a total of \$67,500 to the 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 LSCPA or to any third parties for failure to make payments to LSCPA under the terms and conditions of this Agreement.

8. The PAEDC's sole liability/obligation shall be to LSCPA 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 LSCPA 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 LSCPA.

10. Upon written request, LSCPA 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 LSCPA detailed herein, the PAEDC may, at its sole and exclusive option, withhold and/or disallow further PAEDC payments or incentives to LSCPA.

14. In addition to the foregoing, the PAEDC and LSCPA 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

Lamar State College Port Arthur
1500 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.

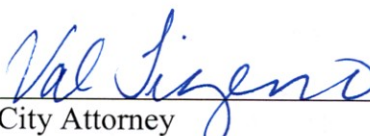
ATTORNEY APPROVALS

APPROVED AS TO FORM:

Guy Goodson, Legal Counsel for PAEDC

VERIFIED AS CONSISTENT

WITH CITY COUNSEL RESOLUTION: Resolution Number: _____



City Attorney

AGREEMENT EXECUTION

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

SIGNED AND AGREED TO on the _____ day of _____, 2018.

By: _____
President

By: _____
Secretary

Witness

Witness

LAMAR STATE COLLEGE PORT ARTHUR

SIGNED AND AGREED TO on the _____ day of _____, 2018.

By: _____

Witness