

RESOLUTION NO. 19-56de

**A RESOLUTION APPROVING A PRE-EMPLOYMENT  
WORKFORCE TRAINING AGREEMENT BETWEEN THE  
CITY OF PORT ARTHUR SECTION 4A ECONOMIC  
DEVELOPMENT CORPORATION AND LAMAR STATE  
COLLEGE PORT ARTHUR FOR THE TRAINING OF PORT  
ARTHUR RESIDENTS AS CLASS A & B COMMERCIAL  
DRIVERS IN AN AMOUNT NOT TO EXCEED \$120,000;  
FUNDS AVAILABLE IN EDC ACCT. #: 120-1429-582.59-07**

**WHEREAS**, Lamar State College Port Arthur ("LSCPA") has created a Commercial Driver's License Class A & B Training Program in order to train drivers for high demand occupations; and

**WHEREAS**, the City of Port Arthur Section 4A Economic Development Corporation ("PAEDC") Board of Directors has found that there is a high demand for licensed commercial drivers in the area and recognizes the importance of trained commercial drivers 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 December 2, 2019 regular Board meeting, the PAEDC Board of Directors approved a Pre-Employment Training Agreement with LSCPA attached hereto as **Exhibit "A"** to assist in funding the tuition for Port Arthur residents in an amount not to exceed \$120,000.

**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 Pre-Employment Training Agreement with Lamar State College Port Arthur for the training of Port Arthur residents as commercial drivers in an amount not to exceed \$120,000.

**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 December A.D., 2019,  
at a Meeting of the City Council of the City of Port Arthur, Texas, by the following vote:

AYES:

Mayor Pro Tem Doucet,  
Councilmembers Scott, Jones, Moses and  
Frank;

NOES: \_\_\_\_\_

Thurman Bartie  
Thurman Bartie, Mayor

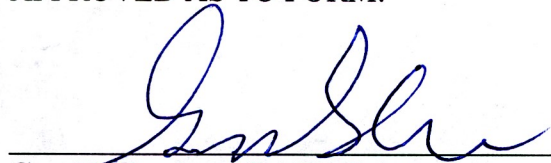
ATTEST:

Kelley Moore  
Sherri Bellard, City Secretary  
on behalf of


APPROVED:

Floyd Batiste  
Floyd Batiste, PAEDC CEO

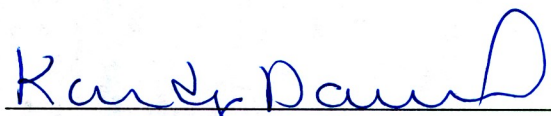
APPROVED AS TO FORM:

  
\_\_\_\_\_  
**Guy N. Goodson, PAEDC Attorney**

APPROVED AS TO FORM:

  
\_\_\_\_\_  
**Valecia R. Tizen, City Attorney**

APPROVED AS TO AVAILABILITY OF FUNDS:

  
\_\_\_\_\_  
**Kandy Daniel, Interim Finance Director**

# **EXHIBIT “A”**



**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 the training of commercial drivers is a high demand occupation in the Port Arthur area and throughout the state. The PAEDC recognizes the importance of trained commercial drivers for entry-level employment.

**WHEREAS**, Lamar State College Port Arthur ("LSCPA") has developed a Commercial Driver Certification Program for Commercial Driver's License Class A and Class B (the "Program").

**WHEREAS**, LSCPA will identify applicants who need financial assistance in order to enroll in the Program as set forth in the Income Chart, attached as *Exhibit "A"*. After LSCPA determines the student is eligible they will be eligible to receive financial assistance from PAEDC for the Certification Program.

**WHEREAS**, PAEDC will allocate a total of \$2,520.00 per student for eligible students. PAEDC will pay fifty percent (50%) of the tuition at a cost of up to \$1,250.00 plus a \$20.00 installment plan fee per student for a total of up to \$1,270.00 upfront cost per student. The remaining fifty percent (50%) of tuition will be paid once PAEDC received confirmation that the student obtains his/her CDL Certification.

**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 February 1, 2020.

**AGREEMENT END DATE**

2. This Agreement expires on January 31, 2021.

## **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 \$120,000 is allocated to LSCPA subject to the approval of the City. LSCPA 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 CDL Certification.
  - c. Provide PAEDC with reports on the students when fifty percent (50%) of the course is completed and again when the students receive their CDL Certification.

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

- (1) PAEDC shall provide LSCPA 50% of tuition per student at a cost not to exceed \$1,270 per student upon the eligible students enrollment.
- (2) PAEDC shall provide LSCPA the remaining fifty percent (50%) of tuition upon completion of the Certification Program by the eligible students.
- (3) PAEDC shall allocate a total of \$120,000.00 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 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 \_\_\_\_\_, 2020.

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

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

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

**LAMAR STATE COLLEGE PORT ARTHUR**

**SIGNED AND AGREED TO** on the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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

\_\_\_\_\_  
Witness