

RESOLUTION NO. 20-280

**A RESOLUTION AUTHORIZING THE CITY OF PORT ARTHUR
SECTION 4A ECONOMIC DEVELOPMENT CORPORATION
TO ENTER INTO A TUITION ASSISTANCE AGREEMENT FOR
PORT ARTHUR RESIDENT TRAINEES SELECTED FOR
ENROLLMENT INTO LAMAR INSTITUTE OF TECHNOLOGY
POLICE ACADEMY AT A COST NOT TO EXCEED \$40,000;
FUNDED FROM ACCOUNT NO. 120-1429-582.59-07**

WHEREAS, the City Council of the City of Port Arthur deems it in the public's best interest to authorize the Board of Directors of the City of Port Arthur Section 4A Economic Development Corporation ("PAEDC") to enter into an Tuition Assistance Agreement with Port Arthur residents ("Trainee") selected for enrollment into Lamar Institute of Technology Police Academy ("Program"); and

WHEREAS, PAEDC Board of Directors has found that there is a high demand for certified police officers in the area and recognizes the importance of trained police officers for entry-level employment; and

WHEREAS, Trainee agrees to participate in and pursue the Program to the best of his or her ability and to use reasonable efforts to complete the Program; and

WHEREAS, Trainee will have no obligation to repay PAEDC for installment payments made toward tuition assistance if, on the third annual anniversary of completing the Program, Trainee has not voluntarily quit or has not been fired "for cause"; and

WHEREAS, in the event Trainee voluntarily quits his or her employment with the City of Port Arthur Police Department or the Department terminates Trainee for cause less than 3 years after completing the Program, trainee shall immediately pay, without demand, an amount equal to all tuition assistance received; and

WHEREAS, at their August 3, 2020 regular Board Meeting, the PAEDC Board of Directors approved a Tuition Assistance Agreement for Port Arthur residents attached hereto as **Exhibit "A"** with funds for the tuition assistance not exceed \$4,000 per Trainee.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ARTHUR, TEXAS:

Section 1. That the facts and opinions in the preamble are true and correct.

Section 2. That PAEDC is herein authorized to enter into a Tuition Assistance Agreement with Port Arthur residents selected for enrollment into Lamar Institute of Technology Police Academy as shown in **Exhibit "A"**.

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

READ, ADOPTED AND APPROVED on this 18th day of August A.D., 2020, at a Meeting of the City Council of the City of Port Arthur, Texas, by the following vote: AYES:

Mayor

Bartie; Mayor Pro Tem Moses

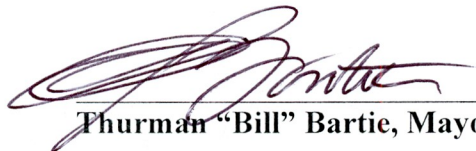
Councilmembers

Scott, Jones, Kinlaw and Daucet

NOES:

None

ATTEST:

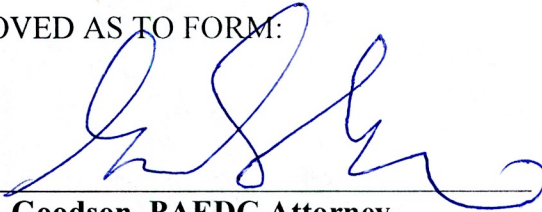

Thurman "Bill" Bartie, Mayor


Sherri Bellard, City Secretary

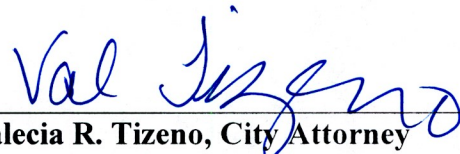
APPROVED:


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:

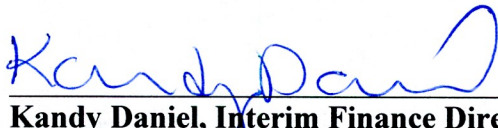

Kandy Daniel, Interim Finance Director

Exhibit “A”

**CITY OF PORT ARTHUR SECTION 4A
ECONOMIC DEVELOPMENT CORPORATION
TUITION ASSISTANCE AGREEMENT**

This Tuition Assistance Agreement (the "Agreement") is made and entered into as of _____, 2020 by and between _____ ("Trainee") and _____ ("Department").

Trainee is currently in training with Department as described in **Exhibit "A"** attached hereto (the "Program"). Trainee has voluntarily applied to and been accepted into the Program, and Department has agreed, on the terms set forth in this Agreement, to financially assist Trainee in paying tuition for the Program. In exchange for Department's financial assistance, Trainee agrees to reimburse Department either through work (by remaining employed with Department for a specific time period as set forth in this Agreement) or by repayment (if Trainee leaves before completing the agreed-upon service to Department as provided in this Agreement).

In consideration of the mutual promises set forth in this Agreement, Department and Trainee agree as follows:

1. Tuition Assistance: Department shall pay directly to _____ up to a total of \$ _____ toward the tuition for the educational program into which Trainee has been accepted (the "Tuition Assistance"). This Tuition Assistance shall be paid in installment payments as billed by _____ for the Program.

2. Trainee Obligation. Trainee agrees to participate in and pursue the Program to the best of his or her ability and to use reasonable efforts to complete the Program.

3. Obligation Satisfied Two Years After Payment. Trainee will have no obligation to pay Department for an installment payment made toward Tuition Assistance if, on the second annual anniversary of that installment payment, Trainee has not voluntarily quit or has not been fired "for cause." In the event Trainee voluntarily quits his or her employment with Department or Department terminates Trainee "for cause" less than two years after any installment payment is made, Trainee shall immediately pay, without demand, an amount equal to that installment payment and all later installment payments, with accrued interest at the rate of 0% per year ("Tuition Repayment Obligation"). As used in this Agreement, "for cause" means any material misrepresentation, theft or fraudulent act toward Department or any employee of Department.

4. Set-off Against Final Paycheck. To the extent allowed by law, Department may deduct the amount of any Tuition Repayment Obligation from any compensation due and owing to Trainee at time of separation from employment.

5. No Guarantee of Employment. Nothing in this Agreement constitutes a commitment or guarantee on the part of Department to provide employment to Trainee for any specific period of time or duration. Unless otherwise provided in a writing other than this Agreement, Trainee's employment shall remain "at-will."

6. Notices. Any notice required or permitted to be given under this Agreement shall be in writing and may be given by personal delivery, e-mail or by mail, first-class postage prepaid. Notice

shall be deemed given upon actual receipt in the case of personal delivery or e-mail, or within two (2) business days after mailing. Notices shall be sent to the addresses listed on the signature page of this Agreement.

7. No Waiver. The waiver or failure of either party to exercise, in any respect, any right provided in this Agreement shall not be deemed a waiver of any other right or remedy to which the party may be entitled.

8. Entirety of Agreement; Amendments and Modifications Only in Writing. The terms and conditions set forth herein constitute the entire agreement between the parties and supersede any communications or previous agreements with respect to the subject matter of this Agreement. There are no written or oral understandings directly or indirectly related to this Agreement that are not set forth herein. No change can be made to this Agreement other than in a writing signed by both parties.

9. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Department and Trainee agree that any action to interpret or enforce this Agreement or which arises out of this Agreement shall be brought in District Court of the State of Texas, Jefferson County, or, if applicable, in the United States Federal Court for the Eastern District of Texas.

10. Attorneys Fees. If Department or Trainee brings any legal action or seeks arbitration regarding the interpretation or enforcement of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees from the other party, in addition to any other relief that may be granted.

11. Severability. If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

12. Successors and Assigns. This Agreement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of Department and Trainee. Department may assign any right or interest arising under this Agreement to any third party. This Agreement is not assignable by Trainee.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

DEPARTMENT:

TRAINEE:

By: _____
Name: _____
Title: _____
Address: _____

Name: _____
Address: _____
