

RESOLUTION NO. 20-452

A RESOLUTION APPROVING A PRE-EMPLOYMENT WORKFORCE TRAINING AGREEMENT BETWEEN THE CITY OF PORT ARTHUR SECTION 4A ECONOMIC DEVELOPMENT CORPORATION AND LAMAR INSTITUTE OF TECHNOLOGY (LIT) FOR THE TRAINING OF PORT ARTHUR RESIDENTS IN THE POLICE ACADEMY IN AN AMOUNT OF \$2,600.00 PER RESIDENT AND A TOTAL AMOUNT NOT TO EXCEED \$23,400; FUNDS AVAILABLE IN EDC ACCOUNT NO. 120-1429-582.59-07

WHEREAS, Lamar Institute of Technology ("LIT") has a Police Academy Training Program in order to train students to become police officers; and

WHEREAS, the City of Port Arthur Section 4A Economic Department Corporation ("PAEDC") Board of Directors has found 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, 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 7, 2020 regular Board meeting, the PAEDC Board of Directors approved a Pre-Employment Training Agreement with LIT attached hereto as **Exhibit "A"** to assist in funding the tuition for Port Arthur residents in an amount not to exceed \$23,400.

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 the City Council of the City of Port Arthur hereby approves the Agreement between PAEDC and LIT as detailed in the proposal attached as **Exhibit "A"**;

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 22nd day of December A.D., 2020, at a Meeting of the City Council of the City of Port Arthur, Texas, by the following vote:

AYES:

Mayor Mayor Pro Tem Moses,

Councilmembers Scott, Jones, Kinlaw and Marks.

NOES: none.

Charlotte Moses

CHARLOTTE MOSES
MAYOR PRO TEM

ATTEST:

Kelley Moore
Sherri Bellard, City Secretary
on behalf of

APPROVED:

Floyd Batiste
Floyd Batiste, PAEDC CEO

APPROVED AS TO FORM:

Guy N. Goodson
Guy N. Goodson, PAEDC Attorney

APPROVED AS TO FORM:


Valecia R. Tizeno, City Attorney

Exhibit A

City of Port Arthur Section 4A Economic Development Corporation Police Academy Training Program Agreement

TRAINING SITE		PAEDC	
Name: Lamar Institute of Technology		Name: Port Arthur Economic Development Corporation	
Physical Address: 805 E. Lavaca		Address: 501 Procter Street, Ste. 100	
Mailing Address: Same		City, State, Zip: Port Arthur, TX, 77640	
City, State, Zip: Beaumont, TX 77705		Phone: (409)963-0579 Fax: (409)962-4445	
Phone: (409)880-8020 Fax: (409)880-2379		Contact: Floyd Batiste e-mail: fbatiste@paedc.org	
Contact: GC Bush e-mail: glbush@lit.edu			
Business Type: Private/Non-profit <input type="checkbox"/> Public/Non-profit <input checked="" type="checkbox"/> Private for profit <input type="checkbox"/>			

This Agreement is entered into by and between the Port Arthur Section 4A Economic Development Corporation (the "PAEDC") and Lamar Institute of Technology (LIT), Beaumont, Texas hereinafter referred to as the Training Site. This Agreement is solely between PAEDC and the Training Site. The Agreement must be completed and approved prior to the placement of a participant into the Police Academy Training. The Training Site must comply with applicable, federal, state and labor laws and regulations.

The PAEDC will administer this Police Academy Training Program with funds provided through the PAEDC Pre-Employment Training Program.

This Agreement is to provide training activities for students by the Training Site, at a cost not to exceed \$23,400.

This Agreement is for the period beginning on or about January 1, 2021 and ending on or about December 31, 2021.

Neither party to the Agreement may charge a student a fee for the referral or placement of the participant under the Agreement.

The Training Site is subject to on-site monitoring by City of Port Arthur Police Department and the PAEDC Representatives.

TRAINEE OBJECTIVES

The LIT Police Academy Training Program is a work training program that meets partial on-the-job-training in the field of Police Officer in hopes that this training will enable the trainee to compete more successfully for future employment. The City of Port Arthur Police Department will make every effort to employ trainees that have successfully complete the Academy. By the end of the Police Academy, the trainee should be able to:

- Demonstrate that he or she has integrated theory with practice in his or her area of study.
- Broaden his or her philosophy and understanding of their area of study.
- Gain an understanding and appreciation of the roles, duties, legal and ethical responsibilities of a full-time professional in their area of study.
- Observe and gain experience in leadership, supervisory, or administrative functions and in human relations.
- Complete an employment project that complements the mission of the PAEDC.
- Evaluate his or her strengths and weaknesses and develop strategies for improvement.

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Training Site to the Trainee and the Port Arthur Economic Development Corporation

- Assign a instructor for the trainee
- Make contact with the Trainee at the beginning of training and periodically thereafter
- Make oral and/or written contact with the trainee periodically throughout training
- Evaluate and provide feedback on written progress reports completed by the trainee
- Maintain open communication with the Trainee pertaining to Training, especially in the event that problems arise
- Tuition cost per Trainee not to exceed \$2,600

Trainee to the Port Arthur Economic Development Corporation

- Inform the PAEDC of address, phone, e-mail and name changes. This responsibility begins at the time the Trainee submits application and continues through the end of training
- Complete all progress reports and the training project according and in a timely manner
- Consult with City of Port Arthur Police Chief on issues relating to Police Academy Training objectives,
- Conduct self in professional manner, both legally and ethically. The actions of the trainee reflect on the Program.
- Provide PAEDC invoices for cost associated with mental health exam, background check, finger printing, and other costs related to entering the Training Site. The reimbursement cost cannot exceed an amount of \$1,400.00.

Trainee to the Training Site

- Provide appropriate forms to the Training Site that are required by the Program
- Comply with conditions set forth in the Police Academy and the procedures of the Training Site
- Conform with regulations pertaining to interns of the training site and carry out all assignments
- Evaluate each day's activities, interactions, and events
- Prepare for a weekly meeting with the Training Site Supervisor. Ask questions and present constructive ideas
- Plan thoroughly and in advance for all assignments
- Notify the Training Site Supervisor well in advance in cases of absence from training
- Be respectful, courteous, and tactful to co-workers and clients
- Consult with the Training Site Supervisor when confronted with problems that cannot be solved alone

Training Site to the Trainee and to the PAEDC

- Provide Trainee with semester syllabus, schedules, and content regarding the Trainee's role and responsibilities at the Training Site
- Present to the Trainee an overview of the Training Site's purposes, policies, administration, program, and facilities
- Confer with the Trainee prior to and during the Police Academy Training to determine his/her responsibilities
- Inform the Trainee of all regulations he or she must follow
- Present the Trainee to the Training Site staff as a colleague to insure his or her status
- Meet with the Trainee on a weekly basis for the purpose of discussing the Trainee's progress and the appropriateness of the trainee's responsibilities
- Maintain open communication with the City of Port Arthur Police Department and PAEDC pertaining to training, especially in the event of problems

This agreement can be terminated for any of the following reasons:

- A 30 day written request by either the Port Arthur Economic Development Corporation or Lamar Institute of Technology Training Site Representative;
- Failure to comply with the terms of this agreement by either party;
- Failure to take corrective action; or
- Unsafe or unsanitary working conditions.

By signing this agreement, I attest that I am an authorized official representing my respective party and will abide by the terms of this agreement.

Port Arthur Economic Development Corporation
Program Agent

Lamar Institute of Technology Site
Authorized Signature

Signature

Date

Floyd Batiste
Typed/Printed Name

CEO
Title

Signature

Date

Gerald L. Bush, Jr
Typed/Printed Name

Asst. Director Regional Police Academy
Title