P.R. No. 21710
12/8/2020 RML

RESOLUTION NO. 20-454

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 $75,000; 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 7, 2020 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 $75,000.

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 $75,000.

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 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

APPROVED:

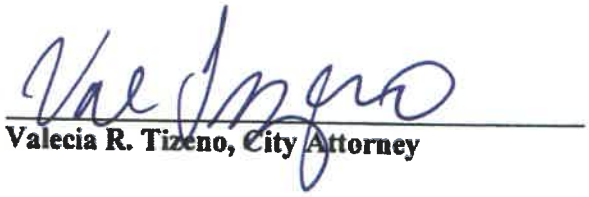
Floyd Batiste

Floyd Batiste, PAEDC CEO

APPROVED AS TO FORM:

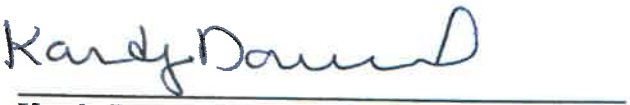
Guy N. Goodson, PAEDC Attorney

APPROVED AS TO FORM:



Valecia R. Tizeno, City Attorney

APPROVED AS TO AVAILABILITY OF FUNDS:



Kandy Daniel, Interim Finance Director

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, 2021.

AGREEMENT END DATE

2. This Agreement expires on January 31, 2022.

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 $75,000 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 $75, 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 _____, 2021.

By: _____
President

By: _____
Secretary

_____
Witness

_____
Witness

LAMAR STATE COLLEGE PORT ARTHUR

SIGNED AND AGREED TO on the _____ day of _____, 2021.

By:_____

_____
Witness

Exhibit A

FY 2020 STATE INCOME LIMITS

STATE		PROGRAM	1 PERSON	2 PERSON	3 PERSON	4 PERSON	5 PERSON	6 PERSON	7 PERSON	8 PERSON
NORTH DAKOTA										
FY 2020 MFI:	86900	30% OF MEDIAN	18250	20850	23450	26050	28150	30250	32350	34400
		VERY LOW INCOME	30400	34750	39100	43450	46950	50400	53900	57350
		LOW-INCOME	48650	55600	62550	69500	75100	80650	86200	91750
OHIO										
FY 2020 MFI:	73900	30% OF MEDIAN	15500	17750	19950	22150	23950	25700	27500	29250
		VERY LOW INCOME	25850	29550	33250	36950	39900	42850	45800	48750
		LOW-INCOME	41400	47300	53200	59100	63850	68600	73300	78050
OKLAHOMA										
FY 2020 MFI:	65300	30% OF MEDIAN	13700	15650	17650	19600	21150	22700	24300	25850
		VERY LOW INCOME	22850	26100	29400	32650	35250	37850	40500	43100
		LOW-INCOME	36550	41800	47000	52250	56400	60600	64800	68950
OREGON										
FY 2020 MFI:	77700	30% OF MEDIAN	16300	18650	21000	23300	25150	27050	28900	30750
		VERY LOW INCOME	27200	31100	34950	38850	41950	45050	48150	51300
		LOW-INCOME	43500	49750	55950	62150	67150	72100	77100	82050
PENNSYLVANIA										
FY 2020 MFI:	80700	30% OF MEDIAN	16950	19350	21800	24200	26150	28100	30000	31950
		VERY LOW INCOME	28250	32300	36300	40350	43600	46800	50050	53250
		LOW-INCOME	45200	51650	58100	64550	69700	74900	80050	85200
RHODE ISLAND										
FY 2020 MFI:	89800	30% OF MEDIAN	18850	21550	24250	26950	29100	31250	33400	35550
		VERY LOW INCOME	31450	35900	40400	44900	48500	52100	55700	59250
		LOW-INCOME	50300	57450	64650	71850	77600	83350	89100	94850
SOUTH CAROLINA										
FY 2020 MFI:	66300	30% OF MEDIAN	13900	15900	17900	19900	21500	23050	24650	26250
		VERY LOW INCOME	23200	26500	29850	33150	35800	38450	41100	43750
		LOW-INCOME	37150	42450	47750	53050	57300	61550	65750	70000
SOUTH DAKOTA										
FY 2020 MFI:	77800	30% OF MEDIAN	16350	18650	21000	23350	25200	27050	28950	30800
		VERY LOW INCOME	27250	31100	35000	38900	42000	45100	48250	51350
		LOW-INCOME	43550	49800	56000	62250	67200	72200	77200	82150
TENNESSEE										
FY 2020 MFI:	66800	30% OF MEDIAN	14050	16050	18050	20050	21650	23250	24850	26450
		VERY LOW INCOME	23400	26700	30050	33400	36050	38750	41400	44100
		LOW-INCOME	37400	42750	48100	53450	57700	62000	66250	70550
TEXAS										
FY 2020 MFI:	**74500**	**30% OF MEDIAN**	**15650**	**17900**	**20100**	**22350**	**24150**	**25950**	**27700**	**29500**
		VERY LOW INCOME	**26100**	**29800**	**33550**	**37250**	**40250**	**43200**	**46200**	**49150**
		LOW-INCOME	**41700**	**47700**	**53650**	**59600**	**64350**	**69150**	**73900**	**78650**
UTAH										
FY 2020 MFI:	82800	30% OF MEDIAN	17400	19850	22350	24850	26850	28800	30800	32800
		VERY LOW INCOME	29000	33100	37250	41400	44700	48000	51350	54650
		LOW-INCOME	46350	53000	59600	66250	71550	76850	82150	87450

Exhibit B

LSCPA
LAMAR STATE COLLEGE • PORT ARTHUR

www.lamarpa.edu

Commercial Driver's License B

Visit www.lamarpa.edu for class dates

Workforce Training
Lamar State College-Port Arthur

Take the Wheel

Trucking is a high-demand industry that offers rock-solid wages and job security. Lamar State College-Port Arthur's CDL training options can get you up to speed and on the road in under 3 months.

Trucking Industry Facts

- Great earning potential -- salaries start at around $40,000 per year.
- High demand -- there's a regional shortage of drivers that will continue for years to come.

Program Highlights

- 10-week courses are scheduled on Monday-Thursday evenings.
- Experienced, helpful instructors
- Small class size means more one-on-one interaction
- Great earning potential
- Local jobs available NOW!

Call Today!

409.984.6230
409.984.6354

SPACE IS LIMITED!

*Grants available for Port Arthur residents for CDL Class B training!

Call for more details.

WHAT YOU'LL LEARN

- **100% hands-on training! No simulators!** You will train with qualified drivers who will draw on years of experience to teach you all you need to know about the driving industry.
- You will drive the actual vehicles used in the field, from dump trucks to tanker trunks and passenger vehicles.
- Basic knowledge and driving skills to pass the Texas Commercial Driver's License B exam in three endorsement areas (Hazmat, Passenger Vehicles & School Buses).
- Rules of the road and smart driving strategies.
- How to connect with companies that are hiring truck drivers.

HOW YOU'LL LEARN

- We provide a diverse mix of classroom and videos, discussion sessions, driving demos and -- most important -- on-the-road, hands-on driving experiences.
- You'll train on vehicles used in the field.

PREREQUISITES

- Be 21 years of age.
- Successfully complete a Department of Transportation (DOT) Physical Examination.
- Pass a Department of Transportation Drug Screen.
- Read and speak the English language to converse with the general public and make entries on reports and records.
- Be interviewed by a representative of the Lamar State College-Port Arthur Workforce Training Office.

*Financial support and assistance for Port Arthur residents is made possible by the Port Arthur Economic Development Corporation.

Success Is Closer Than You Think

LAMAR STATE COLLEGE-PORT ARTHUR

MEMBER THE TEXAS STATE UNIVERSITY SYSTEM™ An equal opportunity/affirmative action institution

Tuition is $2,150 + $125 software fee. Additional costs include textbooks, criminal background check and state exam fee. Tuition and state fees are subject