

RESOLUTION NO. 21-054

**A RESOLUTION APPROVING A WORKFORCE TRAINING AGREEMENT BETWEEN THE CITY OF PORT ARTHUR SECTION 4A ECONOMIC DEVELOPMENT CORPORATION AND LAMAR STATE COLLEGE PORT ARTHUR FOR SCAFFOLDING TRAINING FOR TEN (10) PORT ARTHUR RESIDENTS WHICH WILL PROVIDE A STIPEND OF \$8.25 PER HOUR NOT TO EXCEED \$8,000.00; FUNDS AVAILABLE IN EDC ACCOUNT NO. 120-1429-582.59-07**

**WHEREAS**, the City of Port Arthur Section 4A Economic Development Corporation (“PAEDC”) Board of Directors has found that training of scaffolding builders is a high demand occupation in the Port Arthur area and throughout the state, and PAEDC recognizes the importance of training local residents as scaffolding builders for entry-level employment; and

**WHEREAS**, Lamar State College Port Arthur (“LSCPA”) has developed a scaffolding building training program for entry-level scaffolding builders (the “Program”); and

**WHEREAS**, LSCPA will seek a Self-Sufficiency Grant from the Texas Workforce Commission to pay for trainees’ tuition which will include ten (10) Port Arthur residents needing financial assistance in order to enroll in the Program; and

**WHEREAS**, each eligible Port Arthur trainee will receive an hourly training stipend of \$8.25 for each training hour attended from PAEDC not to exceed 96 hours; and

**WHEREAS**, BrandSafway, a leading global provider of entry-level scaffolding builders, has jobs and anticipates much more when the LNG projects commence; and

**WHEREAS**, BrandSafway has agreed to hire trainees including Port Arthur residents who complete the program at a starting wage of not less than \$15 per hour; and

WHEREAS, at their February 1, 2021 Board meeting, the PAEDC Board of Directors approved entering into a Workforce Training Agreement with LSCPA and funding a stipend of \$8.25 per hour attended for ten (10) Port Arthur residents not to exceed 96 hours of training (the "Agreement") attached hereto as **Exhibit "A"**; and

**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 the Agreement between PAEDC and Lamar State College Port Arthur providing scaffolding training to ten (10) Port Arthur residents, which PAEDC will provide a stipend of \$8.25 per hour attended not to exceed 96 hours, for a total program for a cost not to exceed \$8,000.00.

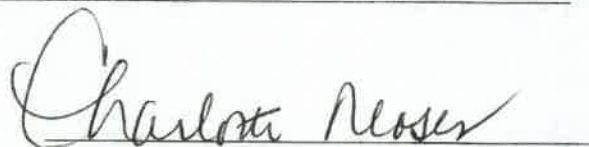
**Section 3.** That a copy of the caption of this Resolution be spread upon the Minutes of the City Council.

**READ, ADOPTED AND APPROVED** on this 19<sup>th</sup> day of Feb. A.D., 2021,  
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 Kinlan, Marks and Frank.

NOES: None.



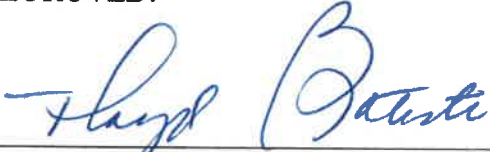
CHARLOTTE MOSES  
MAYOR PRO TEM

ATTEST:



**Sherri Bellard, City Secretary**

APPROVED:



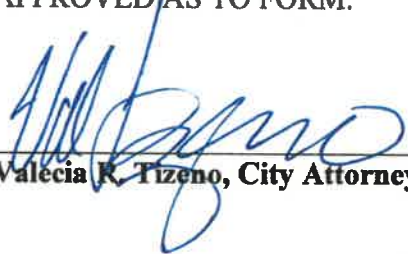
**Floyd Batiste, PAEDC CEO**

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**

# Exhibit "A"

**WORKFORCE 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 training of Scaffolding Builders is a high demand occupation in the Port Arthur area and throughout the state. The PAEDC recognizes the importance of training local residents as scaffolding builders for entry-level employment.

**WHEREAS**, Lamar State College Port Arthur ("LSCPA") has developed a Scaffolding Building Training Program for entry-level Scaffolding Builders (the "Program").

**WHEREAS**, LSCPA will seek a Self-Sufficiency Grant from the Texas Workforce Commission to include the tuition for (10) Port Arthur residents needing financial assistance in order to enroll in the Program. After LSCPA determines the student eligibility, they will be eligible to receive an hourly training stipend of \$8.25 for each training hours attended from PAEDC not to exceed 96 hours.

**WHEREAS**, BrandSafway a leading global provider of entry-level scaffolding builders' has job to fill now and anticipate much more when the LNG projects come back on line again. BrandSafway has agreed to hiring trainee including Port Arthur residents who completed the program at a starting wage of not less than \$15 per hour.

**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 \_\_\_\_\_, 2021.

**AGREEMENT END DATE**

2. This Agreement expires on \_\_\_\_\_, 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) Self-Sufficiency Grant from the Texas Workforce Commission to pay for the cost of training (10) Port Arthur Residents:
  - a. Identify students who are eligible to receive Self-Sufficiency Grant.
  - b. Provide the eligible student training as set forth in *Exhibit "B"* so that the eligible student can receive their Scaffolding Builders Certification.
  - c. Provide PAEDC with reports on the students' hourly class attendance record.
  - d. Provide PAEDC the name of each Port Arthur Resident completing program and employed by BrandSafway.

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

- (1) PAEDC shall provide each enrolled Port Arthur Resident a stipend of \$8.25 for each hour of training not to exceed 96 hours.

## **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 stipend payment, required by this Agreement and the PAEDC shall not be liable to LSCPA or to any third parties for failure to make payments to Students under the terms and conditions of this Agreement.

8. The PAEDC's sole liability/obligation shall be to Port Arthur Residents 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 the Port Arthur Resident 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**