

RESOLUTION NO. 21-230

A RESOLUTION APPROVING A WORKFORCE TRAINING AGREEMENT BETWEEN THE CITY OF PORT ARTHUR SECTION 4A ECONOMIC DEVELOPMENT CORPORATION AND ACADIAN AMBULANCE FOR MEDIC TRAINING FOR TWENTY (20) PORT ARTHUR RESIDENTS WHICH WILL PROVIDE A STIPEND OF \$7.50 PER HOUR NOT TO EXCEED \$19,500.00; FUNDS AVAILABLE IN PAEDC ACCOUNT NO. 120-80-625-5475-00-000

WHEREAS, the City of Port Arthur Section 4A Economic Development Corporation ("PAEDC") Board of Directors has found that training to become a paramedic is a high demand occupation in the Port Arthur area and throughout the State, and PAEDC recognizes the importance of training local residents as paramedics for entry-level employment; and

WHEREAS, Acadian Ambulance has developed a 13-week training program for entry-level paramedics (the "Program") attached hereto as **Exhibit "A"**; and

WHEREAS, at the May 3, 2021 PAEDC meeting, the Board of Directors approved entering into a Workforce Training Agreement with Acadian Ambulance and funding a stipend of \$7.50 per hour attended for twenty (20) Port Arthur residents not to exceed 10 hours of training per week (the "Agreement") attached hereto as **Exhibit "B"**.

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 Acadian Ambulance for providing paramedic training to twenty (20) Port Arthur residents which PAEDC

will provide a stipend of \$7.50 per hour attended not to exceed 10 hours per student, for a total program cost not to exceed \$19,500.00.

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 25th day of May 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 Frank;
Councilmembers Holmes, Jones, Kinlaw
Mark and Moss.

NOES: None.

ATTEST:

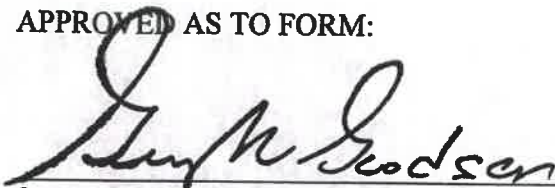

Thurman Bartie, Mayor


Sherri Bellard, City Secretary

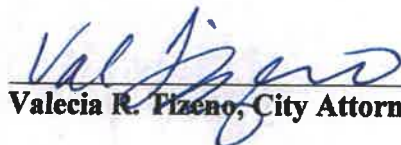
APPROVED:


Floyd Batiste, PAEDC CEO

APPROVED AS TO FORM:


Guy N. Goodson, PAEDC Attorney

APPROVED AS TO FORM:


Valecia R. Pizeno, City Attorney

APPROVED AS TO AVAILABILITY OF FUNDS:


Kandy Daniel, Interim Finance Director

21945

Exhibit "A"

COPY

Added ✓
Scanned ✓
Copied ✓

BECOME A MEDIC!

Acadian Ambulance Service National EMS Academy

ACADIAN AMBULANCE CAN HELP YOU GET STARTED!

Become a medic in just 4 months.

Why Become a Medic?

After just four months training you'll earn \$35,000+ a year.

Full Scholarships

Acadian Ambulance will provide full scholarships for EMT school. Ask us for details!

Online Learning

We offer online classes with weekly on-site skills training. You can work while you learn!

Details?

Learn more and get your questions answered during a free, online, no obligation information session. Go to AcadianAmbulance.com/Opportunity to learn more about an EMS career and to schedule your information session.

Questions?

Reach out to Recruiting@Acadian.com with any questions you might have.

What Makes Acadian Different?

- Diverse and inclusive work environment
- Flexible part-time and full-time opportunities
- Several career paths for medics
- Full scholarship program for EMT and paramedic schools
- Employee-owned
- Health, dental and vision insurance
- 401(k) plan
- Opportunities throughout our four-state service area. Find a location that matches your hobbies and interests.

YOU ARE ONLY 4 MONTHS AWAY
FROM A GREAT CAREER!

GETTING
STARTED

Learn more about a career as a medic, full scholarships, job opportunities and schedule an information session at AcadianAmbulance.com/Opportunity



Exhibit "B"

**WORKFORCE TRAINING AGREEMENT
BETWEEN
CITY OF PORT ARTHUR SECTION 4A
ECONOMIC DEVELOPMENT CORPORATION
AND
ACADIAN AMBULANCE SERVICES**

RECITALS

WHEREAS, The City of Port Arthur Section 4A Economic Development Corporation ("PAEDC") Board has found that the training of medics is a high demand occupation in the Port Arthur area and throughout the state. The PAEDC recognizes the importance of training local residents as medics for entry-level employment.

WHEREAS, Acadian Ambulance Services has developed a Medic Training Program for entry-level Medics (the "Program").

WHEREAS, PAEDC will pay for 20 Port Arthur residents needing financial assistance in order to enroll in the Program. After Acadian Ambulance Services determines the student's eligibility, they will be eligible to receive an hourly training stipend of \$7.50 for each training hour attended from PAEDC not to exceed 130 hours.

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, Acadian Ambulance Services 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. Acadian Ambulance Services, 2022 Humble Place Drive, Humble, TX 77338

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 ACADIAN AMBULANCE SERVICES

- a. Identify (20) students who are Port Arthur residents and are eligible to receive stipend.
- b. Provide the eligible student training as set forth in *Exhibit "B"* so that the eligible student can receive their Medic 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.

(b) PERFORMANCE BY PAEDC

- (1) PAEDC shall provide each enrolled Port Arthur Resident a stipend of \$7.50 for each hour of training not to exceed 130 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 Acadian Ambulance Services 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 Acadian Ambulance Services.

10. Upon written request, Acadian Ambulance Services 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 Acadian Ambulance Services detailed herein, the PAEDC may, at its sole and exclusive option, withhold and/or disallow further PAEDC payments or incentives to Acadian Ambulance Services.

14. In addition to the foregoing, the PAEDC and Acadian Ambulance Services 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

Acadian Ambulance Services
2020 Humble Place Dr
Humble, TX 77338
ATTN: Tameka Sumter

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: _____

Valecia R. Tizeno, City Attorney

AGREEMENT EXECUTION

**CITY OF PORT ARTHUR SECTION 4A
ECONOMIC DEVELOPMENT CORPORATION**

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

By: _____
Darrell Anderson, President

By: _____
Dallas Smith, Secretary

Witness

Witness

ACADIAN AMBULANCE SERVICES

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

By: _____

Witness