

RESOLUTION NO. 22-271

A RESOLUTION APPROVING A WORKFORCE TRAINING AGREEMENT BETWEEN THE CITY OF PORT ARTHUR SECTION 4A ECONOMIC DEVELOPMENT CORPORATION AND DIGITAL WORKFORCE ACADEMY FOR THE TRAINING OF (10) PORT ARTHUR RESIDENTS TO OBTAIN THEIR NCCER PIPEFITTER 1 CERTIFICATION IN AN AMOUNT NOT TO EXCEED \$27,000; FUNDS AVAILABLE IN EDC ACCT. #: 120-80-625-5475-00-00-000.

WHEREAS, Digital Workforce Academy has an NCCER Pipefitter 1 Certification Training Program in order to train pipefitters 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 Certified NCCER Pipefitters in the area and recognizes the importance of trained pipefitters 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 June 6, 2022 Board Meeting, the PAEDC Board of Directors approved a Training Agreement with Digital Workforce Academy attached hereto as **Exhibit "A"** to assist in funding the tuition for up to ten (10) Port Arthur residents in an amount not to exceed \$27,000.

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 Training Agreement with Digital Workforce Academy for the training of ten (10) Port Arthur residents as NNCR Certified Pipefitters in an amount not to exceed \$27,000.

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 21st day of June A.D., 2022,
at a Meeting of the City Council of the City of Port Arthur, Texas, by the following vote:

AYES:

Mayor Bartie;
Councilmembers Jones, Kinlaw, Marks,
Moses and Frank.

NOES: None.

ATTEST

Sherri Bellard
Sherri Bellard, City Secretary

Thurman Bartie
Thurman Bartie, Mayor

APPROVED:

Krystle Mueller
Krystle Mueller, Interim PAEDC CEO

APPROVED AS TO FORM:

Frank Garza
Frank Garza, Interim PAEDC Attorney

APPROVED AS TO FORM:


Valecia R. Tizeno, City Attorney

APPROVED AS TO AVAILABILITY OF FUNDS:


Kandy Daniel, Interim Finance Director

Exhibit "A"

**TRAINING AGREEMENT
BETWEEN
CITY OF PORT ARTHUR SECTION 4A
ECONOMIC DEVELOPMENT CORPORATION
AND
DIGITAL WORKFORCE ACADEMY**

RECITALS

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

WHEREAS, Digital Workforce Academy has developed an NCCER Pipefitter 1 Certification Program for Pipefitters (the "Program").

WHEREAS, Digital Workforce Academy will identify only Port Arthur residents who are applicants and who need financial assistance in order to enroll in the Program as set forth in the Income Chart, attached as *Exhibit "A"*. After Digital Workforce Academy determines the student is eligible they will be eligible to receive financial assistance from PAEDC for the NCCER Pipefitter 1 Certification Program.

WHEREAS, PAEDC will allocate a total of \$2,700.00 per student for eligible students. PAEDC will pay twenty-five percent (25%) of the tuition at a cost of up to \$675.00 upfront per student. The remaining fifty percent (50%) of tuition will be paid once PAEDC receive confirmation that the student obtains his/her NCCER Pipefitter 1 Certification and twenty-five percent (25%) once placement has been obtained with an employer.

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, Digital Workforce Academy and the PAEDC agree as follows:

AGREEMENT DATES

AGREEMENT START DATE

1. This Agreement ("Agreement") is entered into with an effective date of August 1, 2022.

AGREEMENT END DATE

2. This Agreement expires on July 31, 2023.

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. Digital Workforce Academy, 617 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 DIGITAL WORKFORCE ACADEMY

- (1) Funding in the amount of \$27,000 is allocated to Digital Workforce Academy subject to the approval of the City of Port Arthur. Digital Workforce Academy will provide the following services:
 - a. Identify up to ten (10) Port Arthur 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 NCCER Pipefitter 1 Certification.
 - c. Provide PAEDC with reports on the students when twenty-five percent (25%) of the course is completed and again when the students receive their NCCER Pipefitter 1 Certification and placement with an employer.

(b) PERFORMANCE BY PAEDC

- (1) PAEDC shall provide Digital Workforce Academy 25% of tuition per student at a cost not to exceed \$675 per Port Arthur student upon the eligible student's enrollment which shall be defined as thirty hours of training.

- (2) PAEDC shall provide Digital Workforce Academy the remaining fifty-percent (50%) of tuition upon completion of the Certification Program by the eligible students and twenty-five (25%) once the student gains employment placement. Employment must be obtained within three months of completion of the Certification Program to be eligible for the final 25%.
- (3) PAEDC shall allocate an amount not to exceed \$27,000.00 to the Certification Program.

PAEDC'S CONDITIONAL OBLIGATIONS AND LIMITED LIABILITY

7. The PAEDC at its sole option, may terminate this Agreement for nonperformance or failure to comply with the terms of this contract by providing ten (10) days written notice. 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 Digital Workforce Academy or to any third parties for failure to make payments to Digital Workforce Academy under the terms and conditions of this Agreement.

8. The PAEDC's sole liability/obligation shall be to Digital Workforce Academy 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 Digital Workforce Academy 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 Digital Workforce Academy.

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

14. In addition to the foregoing, the PAEDC and Digital Workforce Academy 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: Krystle Muller, Interim Chief Executive Officer

Digital Workforce Academy
617 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:

Frank Garza, Interim 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 , 2022.

By:
President

By:
Secretary

Witness

Witness

DIGITAL WORKFORCE ACADEMY

SIGNED AND AGREED TO on the _____ day of _____, 2022.

By:

Witness