

RESOLUTION NO. *22-525*

A RESOLUTION APPROVING A TRAINING AGREEMENT BETWEEN THE CITY OF PORT ARTHUR SECTION 4A ECONOMIC DEVELOPMENT CORPORATION AND LAMAR STATE COLLEGE PORT ARTHUR FOR TUITION REIMBURSEMENT FOR FIVE (5) PORT ARTHUR RESIDENT HIGH SCHOOL GRADUATES ATTENDING A 2-YEAR ASSOCIATE DEGREE PROGRAM NOT TO EXCEED \$67,500; FUNDS AVAILABLE IN EDC ACCOUNT NO. 120-80-625-5475-00-00-000

WHEREAS, the Board of Directors of the City of Port Arthur Section 4A Economic Development Corporation ("PAEDC") has found that supporting students in Port Arthur through 2-year associate degree programs helps to decrease the unemployment rate in the City of Port Arthur; and

WHEREAS, Lamar State College Port Arthur ("LSCPA") offers numerous 2-year associate degree programs; and

WHEREAS, the PAEDC Board of Directors has created program guidelines attached hereto as **Exhibit "A"** that establish criteria for recipient award qualifications and establish which degree programs are eligible; and

WHEREAS, according to the guidelines, the PAEDC Board of Directors will determine eligibility of award recipients, and LSCPA will invoice PAEDC for cost associated with the degree program, and PAEDC will make payment; and

WHEREAS, PAEDC will allocate a total of \$67,500 for eligible students or \$13,500 each for a total of five (5) students; and

WHEREAS, House Bill 1967 amends the Texas Local Government Code by adding §501.163 which authorizes expenditures for pre-employment training by PAEDC; and

WHEREAS, at their November 7, 2022 regular Board meeting, the PAEDC Board of Directors approved a Training Agreement with LSCPA attached hereto as **Exhibit "B"** for tuition reimbursement for five (5) Port Arthur resident high school graduates attending a 2-year associate degree program in an amount not to exceed \$67,500.

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 Lamar State College Port Arthur for tuition reimbursement for five (5) Port Arthur resident high school graduates attending a 2-year associate degree program in an amount not to exceed \$67,500.

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 November, A.D., 2022,
at a Meeting of the City Council of the City of Port Arthur, Texas, by the following vote:

AYES:

Mayor

Councilmembers

NOES:


Thurman Bartie, Mayor

ATTEST:


Sherri Bellard, City Secretary

APPROVED:


Krystle Muller, Interim PAEDC CEO

APPROVED AS TO FORM:


Charlie Zech, PAEDC Attorney

APPROVED AS TO FORM:


Valecia R. Tizeno, City Attorney

APPROVED AS TO AVAILABILITY OF FUNDS:


Kandy Daniel, Finance Director

Exhibit "A"

22852

**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 supporting students in Port Arthur through two (2) year associate degree programs helps to decrease the unemployment rate in the City of Port Arthur.

WHEREAS, Lamar State College Port Arthur ("LSCPA") offers numerous two year associates degree programs (the "Program").

WHEREAS, PAEDC will establish a committee made up of PAEDC representatives and LSCPA representatives to create program guidelines which will establish criteria for recipient award qualifications and establish which degree programs are eligible.

WHEREAS, after the Committee determines eligibility, LSCPA will invoice PAEDC for cost associated with the degree program and PAEDC will make payment.

WHEREAS, PAEDC will allocate a total of \$67,500 for eligible students or \$13,500 each for a total of five (5) students.

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

AGREEMENT END DATE

2. This Agreement expires on .

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 \$67,500 is allocated to LSCPA subject to the approval of the City. LSCPA will provide the following services:
 - a. Work with PAEDC to identify eligible students pursuant to the Program Guidelines attached hereto as *Exhibit "A"*.
 - b. Provide invoices to PAEDC for cost associated with degree program.
 - c. Provide PAEDC with reports on the students.

(b) PERFORMANCE BY PAEDC

- (1) PAEDC shall submit payment in an amount not to exceed \$13,500 per student after receipt of an invoice.
- (2) PAEDC shall allocate a total of \$67,500 to the 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 in writing at any time for any reason.

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. The parties shall use good faith efforts to resolve any claim for breach of this agreement prior to filing suit for any breach of this Agreement. 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: 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.

INDEMNIFICATION

18. PAEDC and LSCPA acknowledge they are political subdivisions of the State of Texas and are subject to, and comply with the applicable provisions of the Texas Tort Claims Act, as set out in the Texas Civil Practice and Remedies Code Act Section 101.001 et seq., and the remedies authorized therein regarding claims or causes of action that may be asserted by third parties of accident, injury, or death. Each party to this Agreement must seek its own legal representative and bear its own costs in any litigation that may arise from the performance of this Agreement.

ASSIGNMENT

19. Under the terms and conditions hereunder, neither party shall have the right to transfer or assign this Agreement without the written permission of the other Party. Prior to any Assignment, the Parties must consent in writing to any such assignee.

ATTORNEY APPROVALS

APPROVED AS TO FORM:

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:
Jerry LaBove, President

By:
Beverly Raymond, Secretary

Witness

Witness

LAMAR STATE COLLEGE PORT ARTHUR

SIGNED AND AGREED TO on the day of , 2022.

By:

Witness