

RESOLUTION NO. 23-125

A RESOLUTION APPROVING A PRE-EMPLOYMENT WORKFORCE TRAINING AGREEMENT BETWEEN THE PORT ARTHUR 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 \$120,000; FUNDS AVAILABLE IN EDC ACCT. #: 120-80-625-5475-00-00-000

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, LSCPA has developed a Commercial Driver Certification Program for Commercial Driver's License Class A and Class B; and

WHEREAS, at their March 6, 2023 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 \$120,000.

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 \$120,000.

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 30th day of March, A.D., 2023,

at a Meeting of the City Council of the City of Port Arthur, Texas, by the following vote:

AYES:

Mayor

Councilmembers

*Bartie; Mayor Pro Tem Holmes,
Jones, Kinkow, Marks, Moses,
and Grant*

NOES:

none

ATTEST:


[Signature]
Thurman Bartie, Mayor

[Signature]
Sherri Bellard, City Secretary

APPROVED:


Terry Stokes, 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, Interim Finance Director

PR 23037

Exhibit "A"

TRAINING AGREEMENT

BETWEEN THE PORT ARTHUR ECONOMIC DEVELOPMENT CORPORATION AND LAMAR STATE COLLEGE PORT ARTHUR

RECITALS

WHEREAS, The Port Arthur 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 increasing the supply 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 Port Arthur-based 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's program eligibility, they will be qualified to receive financial assistance from PAEDC for the Certification Program.

WHEREAS, PAEDC will allocate a total of \$840.00 per eligible student. PAEDC will pay for one hundred percent (100%) of the upfront cost for the Theory Component exclusively. If the student passes the Theory Component, then the student will be eligible to enroll in either the Class A program or Class B program at no upfront cost to LSCPA until the PAEDC receives confirmation that the student obtains his/her CDL Certification. The amount paid out to LSCPA after the student obtains documented certification will either be:

- Class B
 - \$2240
- Class A
 - \$3360

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 March 1, 2023.

AGREEMENT END DATE

2. This Agreement expires on January 31, 2024.

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 CEO of the PAEDC has 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) 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 one hundred percent (100%) of the Theory Component is completed and passed, and once the students receive their CDL Certification so that LSCPA can be compensated.

(b) PERFORMANCE BY PAEDC

- (1) PAEDC shall provide LSCPA 100% of tuition per student for participation in the Theory Component up front at a cost not to exceed \$840.00 per student upon the eligible student's enrollment.
- (2) PAEDC shall provide LSCPA the remaining tuition upon completion of the Certification Program by the eligible students.
- (3) PAEDC shall allocate a total of \$120,000.00 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 non-performance 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 will use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve any claim for 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

The Port Arthur 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

THE PORT ARTHUR ECONOMIC DEVELOPMENT CORPORATION

SIGNED AND AGREED TO on the day of , 2023.

By:
President

By:
Secretary

Witness

Witness

LAMAR STATE COLLEGE PORT ARTHUR

SIGNED AND AGREED TO on the _____ day of _____, 2023.

By:

Witness