

RESOLUTION NO. 23-434

**A RESOLUTION APPROVING THE FIRST AMENDMENT TO THE PRE-EMPLOYMENT WORKFORCE TRAINING AGREEMENT BETWEEN THE CITY OF PORT ARTHUR SECTION 4A ECONOMIC DEVELOPMENT CORPORATION AND LAMAR STATE COLLEGE PORT ARTHUR; INCREASE FUNDING BY \$25,040.00 FOR A REVISED NOT TO EXCEED AMOUNT OF \$145,040.00; FUNDS AVAILABLE IN EDC ACCOUNT NO. 120-80-625-5475-00-00-00.**

**WHEREAS**, per Resolution No. 23-125, the City Council of the City of Port Arthur approved the City of Port Arthur Type 4A Economic Development Corporation (“PAEDC”) to enter into a Pre-Employment Workforce Training Agreement (the “Agreement”) with Lamar State College Port Arthur (“LSCPA”) for an amount of \$120,000.00; and

**WHEREAS**, the Training Agreement is for the purpose of providing Port Arthur Residents Commercial Driver’s Class A & B Training in order to train drivers for high demand occupations; and

**WHEREAS**, inadvertently the PAEDC approved an over enrollment of students that qualified for the program; and

**WHEREAS**, at their Regular Board Meeting of September 11, 2023, the PAEDC Board of Directors found and determined that it is beneficial to increase the funding of the program by \$25,040.00 to cover the cost of the over enrollment as detailed in the First Amendment to the Agreement attached hereto as **Exhibit “A”**.

**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 First Amendment to the Pre-Employment Workforce Training Agreement between the Port Arthur Economic Development Corporation and Lamar State College Port Arthur, to increase funding by \$25,040.00 for a revised not to exceed amount of \$ 145,040.00.

**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 10<sup>th</sup> day of Oct. A.D., 2023, at a Meeting of the City Council of the City of Port Arthur, Texas, by the following vote:

AYES:

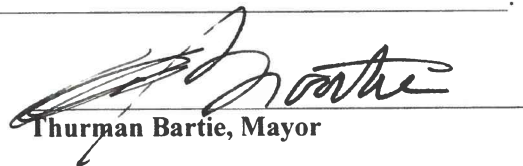
Mayor Bartie; Mayor Pro Tem Hamilton;  
Councilmembers Lewis, Beckcom, Asuncion,  
Kinlaw and Frank.

NOES:

None.

ATTEST:

  
Sherri Bellard, City Secretary

  
Thurman Bartie, Mayor

APPROVED:


  
Terry Stokes, PAEDC CEO

APPROVED AS TO FORM:



**Charles E. Zech, PAEDC Attorney**

APPROVED AS TO FORM:



**Val Tizeno, City Attorney**

APPROVED AS TO AVAILABILITY OF FUNDS:



**Kandy Daniel, Finance Director**

23217

# Exhibit "A"

**FIRST AMENDMENT | TRAINING AGREEMENT  
BETWEEN THE CITY OF PORT ARTHUR  
SECTION 4A ECONOMIC DEVELOPMENT  
CORPORATION AND LAMAR STATE COLLEGE  
PORT ARTHUR**

This First Amendment (“First Amendment”) to the Training Agreement between the City of Port Arthur Section 4A Economic Development Corporation and Lamar State College Port Arthur (“Agreement”) is entered into to be effective as of the date as executed below, by and between the Port Arthur Economic Development Corporation, located in Port Arthur, Jefferson County, Texas (hereinafter called “PAEDC”), a Texas Type A non-profit economic development corporation under the Development Corporation Act and governed by TEX. LOC. GOV. CODE chapters 501, 502 and 504 and the Texas Non-Profit Corporation Act and Lamar State College Port Arthur (hereinafter called “LSCPA”), otherwise known as the “Parties” to this Agreement.

**RECITALS**

**WHEREAS**, the Parties previously entered into a Training Agreement on the 1<sup>st</sup> day of March 2023 for the purpose of LSCPA enrolling Port Arthur Residents in a Commercial Driver Certification Program for Commercial Driver’s License Class A and Class B (the “Program”); and

**WHEREAS**, inadvertently the PAEDC approved an over enrollment of students that qualified for the program; and

**WHEREAS**, the PAEDC finds and determines that it is beneficial to increase the programs funds to match the overage in enrollment;

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**NOW, THEREFORE**, in consideration of the mutual covenants, benefits and agreements described and contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and further described herein, the Parties agree as follows:

**ARTICLE I  
RECITALS**

1. Recitals. The recitals set forth above are declared true and correct by the Parties and are hereby incorporated as part of this Agreement.

**ARTICLE II  
AGREEMENT AMENDMENT**

1. Amendment. Section 6.b.3. is hereby amended to read as follows:

PAEDC shall allocate an additional \$25,040.00, for a revised not to exceed amount of \$145,040.00 to the certification program.

2. Amendment of Agreement. Except as specifically amended by this First Amendment, the terms and provisions stated in the Agreement shall continue to govern the rights and obligations of the Parties, and all provisions and covenants of the Agreement, as amended by this First Amendment, shall remain in full force and effect. The terms and provisions of the Agreement, as hereby amended by this First Amendment, are hereby ratified and confirmed. In the event of any inconsistency, the terms and provisions of this First Amendment shall control over and modify the terms and provisions of the Agreement.

3. Binding Agreement. The terms and conditions of this Agreement shall be binding on and inure to the benefit of the Parties, and their respective successors and assigns. The Executive Director of the PAEDC shall be responsible for the administration of this Agreement and shall have the authority to execute any instruments, duly approved by the PAEDC, on behalf of the Parties related thereto.

[SIGNATURE PAGE FOLLOWS]

**Approved as to Form**



\_\_\_\_\_  
**Charles E. Zech, PAEDC General Counsel**

**Verification of Consistency with City Council Approval**

\_\_\_\_\_  
**Valecia Tizeno**

Executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**LAMAR STATE COLLEGE PORT ARTHUR**

By: \_\_\_\_\_

Name: Dr. Berty Reynard

Title: President

**PORT ARTHUR ECONOMIC  
DEVELOPMENT CORPORATION (PAEDC)**

By: \_\_\_\_\_

Name: Terry Stokes

Title: Chief Executive Officer