

2 14

**AGREEMENT SETTING FORTH
THE FUNCTIONS, RESPONSIBILITIES, ROLES, AND RELATIONSHIPS OF
THE CITY OF AUSTIN, TRAVIS COUNTY, AND
WORKSOURCE - GREATER AUSTIN AREA WORKFORCE BOARD
IN DELIVERY OF WORKFORCE DEVELOPMENT SERVICES**

THIS AGREEMENT is entered into by and between *WorkSource* - Greater Austin Area Workforce Board ("Board"), the City of Austin, a municipal corporation and a political subdivision of the State of Texas ("City"), and Travis County, a political subdivision of the State of Texas ("County").

RECITALS

WHEREAS, the City and County have been designated by the Governor of the State of Texas as a Local Workforce Development Area ("Area"); and

WHEREAS, the Texas Workforce and Economic Competitiveness Act, GOV T. CODE, Section 2308 *et seq.* ("Act") provides for the coordination of efforts in order to develop the most comprehensive, effective and efficient delivery of local workforce development services to residents of the Area; and

WHEREAS, pursuant to House Bill 1863, Section 11.23 (f), it is necessary that the Board, the City, and the County ("Parties") enter into a partnership agreement setting forth the functions, responsibilities, roles and relationships of each party hereto, including the selection of a Grant Recipient/Fiscal Agent and Administrative Entity, and the procedures for the development of the local workforce development plan ("Plan"); and,

WHEREAS, the Workforce Investment Act of 1998 (P.L. 105-220), hereinafter referred to as "WIA" makes available funding for a "work-first" programmatic approach to workforce development services for adults and dislocated workers; and employment and training for economically disadvantaged youth; and

WHEREAS, Commissioners Court of County may exempt personal and professional services from complying with the competitive procurement process under TEX. LOC. GOV T. CODE ANN., Sec. 262, *et seq.*;

NOW, THEREFORE, in consideration of the above premises, the Parties hereto agree to set forth functions, responsibilities, roles and relationships as follows:

1.0 STATUTORY AUTHORITY AND PURPOSE OF AGREEMENT

1.1 Statutory Authority. This Agreement is entered into pursuant to the Workforce and Economic Competitiveness Act, GOV T. CODE Section 2308 *et seq.*

1.2 Purpose. The purpose of this Agreement is to define the functions, authority, roles, and responsibilities of each party hereto, to select the Grant Recipient and Administrative Entity for the Area, and to define procedures for developing the Plan.

1.3 Intent. The intent of this Agreement is to provide a system under which necessary changes can be made in order to build partnerships, develop creative agreements, and discover new ways of doing business to support a coordinated, systemic approach to local workforce development, and to provide the most comprehensive, effective and efficient services possible for the residents of the Area.

2.0 TERM OF AGREEMENT

2.1 Original Agreement(s). The Parties acknowledge and agree that this Agreement continues the operation of the original agreement(s) ["Original Agreement(s)"] between the Parties regarding workforce development activities in the Area under the Act. Where there is any conflict between this Agreement and any earlier agreements related to this matter, the terms of this Agreement will take precedence.

2.2 Initial Term. This Agreement shall become effective July 1, 2006, when approved by the Chairperson of the Board and the Chief Elected Officials ("CEO's") of the City and County, and shall remain in effect until June 30, 2007, unless and until modified or terminated in accordance with this Agreement.

2.3 Renewal Term. Unless sooner modified or terminated in accordance with this Agreement, this Agreement shall automatically renew on July 1 of each year for additional one-year period(s) for up to four (4) additional one-year periods, or through July 31, 2011. Written notice of termination prior to any renewal term shall be given by the terminating party to the other party at least ninety (90) days prior to the termination date.

3.0 BOARD

3.1 Designation of the Grant Recipient/Fiscal Agent and Administrative Entity. The Board is hereby designated as the Grant Recipient/Fiscal Agent and the Administrative Entity under the Act until this designation is modified or changed in accordance to the terms of this Agreement.

3.2 Roles and Responsibilities. The roles and responsibilities of the Board shall be as described in the Act, including the following:

3.2.1 Maintain communication with and regularly report to the CEO's on all local workforce development activities in the Area.

3.2.2 Carry out the roles and responsibilities associated with the functions of Grant Recipient/Fiscal Agent and Administrative Entity for the Area in accordance with the Act (including, but not limited to, all those duties specifically set forth in Section 2308.303 of the Act), this Agreement, and any other relevant federal, state and local laws, rules, and regulations.

3.2.3 The Board, as Grant Recipient/Fiscal Agent, does hereby accept financial responsibility and accountability for the receipt, processing, management, use and disbursement of all workforce funds available to the Board, and will serve as depository for such funds.

3.2.4 Disallowed Costs.

(a) As Grant Recipient/Fiscal Agent, the Board shall recover any disallowed costs in the following manner and in the following order:

(1) first, recover any disallowed costs from any service provider(s) responsible for such costs;

(2) second, recover any disallowed costs from an insurance carrier or bond issuer, if any;

(3) third, recover any disallowed costs from available Board funds, to the extent allowed by law.

3.2.5 As Administrative Entity, will be responsible for the management and administration of all workforce development activities in the Area, including monitoring, oversight and evaluation of activities and

implementation of the Plan. Copies of drafts of the Plan and budget shall be presented to City and County no less than thirty (30) days prior to the final approval and implementation to allow City and County input.

3.2.6 Adopt, oversee and monitor the Plan budget.

3.2.7 Select, hire, and evaluate an Executive Director.

3.2.8 Promote coordination and cooperation among public organizations, community organizations, and private businesses providing workforce development services or with the potential to provide those services.

3.2.9 Solicit input and participation from community residents, public organizations, community organizations and private businesses.

3.2.10 Review and approve occupational skills training programs in demand in accordance with local labor market information and ensure that skill levels provided in the programs are in accordance with guidelines established by the Board.

3.2.11 Solicit contributions and/or establish fee-for-services for the enhancement and expansion of workforce development activities. In the event a fee is established for any service, that fee shall be reasonable and take into consideration the ability of the client to pay. Copies of all fee schedules will be provided to City and County.

3.2.12 Provide reports as may be reasonably requested by City or County, including, but not limited to, copies of all State and local monitoring reports, audit reports and annual reports.

3.2.13 Manage the procurement of all services and purchases in accordance with established policy and procedures and manage the resolution of any audit of these funds for which the Board is the Grant Recipient/Fiscal Agent.

3.2.14 Solicit bids for the provision of services under the Act, approve bid and proposal awards, enter into contracts, and process modifications or amendments thereto in accordance with established rules, regulations, and policies.

3.2.15 Approve termination of any contract or program not meeting programmatic, performance, or regulatory standards. Timely notice of any such termination will be provided to City and County.

3.2.16 Cooperate with City and County to coordinate the design and/or implementation of employment and training programs with City and County through a multi-funding body and/or joint City/County planning group (the Community Action Network, or other organization named as such joint planning body by City/County). Such planning shall be consistent with the Board's Plan, and shall ensure that workforce development efforts of the City and County are coordinated with those of the Board to prevent duplication of services. All efforts of the Board shall be undertaken in a manner which will ensure that the workforce development efforts of the City, County and Board are aligned in a way that will guarantee coordination of all services to avoid replication of services.

3.2.17 Carry out all activities and services in compliance with all applicable laws and regulations, including responsibilities as assigned in the Workforce Investment Act (WIA), and any subsequent legislation granting authority to a local board for workforce development, and with all the terms and provisions of this Agreement.

3.2.18 Maintain a Management Information System concerning information related to the Board and the services and activities provided under this Agreement as prescribed by the State of Texas.

3.2.19 Represent the Area in any meetings, conferences, negotiations, or other activities deemed appropriate for the proper administration of the programs as set forth herein.

3.2.20 Copy County/City on TWC Monthly Performance Reports of all activities under the provisions of this Agreement, and provide additional reports as reasonably requested by City and/or County.

3.2.21 Comply, and require all subcontractors to comply, with the Constitution of the United States and the State of Texas, and all applicable federal, state, county and city laws, rules, orders, ordinances and regulations.

3.2.22 Establish, and require all subcontractors to establish a method to secure the confidentiality of records and information relating to clients in accordance with all applicable laws, rules and regulations, and comply with all laws, rules and regulations relating to the privacy and confidentiality of all client information.

3.3 Insurance. The Board shall have, and shall require all subcontractors and providers of service under this Agreement to have, Standard Insurance sufficient to cover the needs of the Board/Subcontractor pursuant to applicable generally accepted business standards. Within ten (10) days of execution of this Agreement, the Board shall furnish County and City with copies of evidence of such insurance in a form acceptable to City/County. The Board shall maintain insurance at the following levels:

Director and Officers	\$2,000,000	Deductible	\$15,000
Crime Policy (ERISA incl.)	\$2,000,000	Deductible	\$20,000
General Policy	\$2,000,000	Aggregate / \$1,000,000 per occurrence	
Property	\$2,357,500	aggregate	Deductible \$1,000
Auto Hired/Non Owned	\$1,000,000	combined single limit	
Umbrella Policy	\$1,000,000	single limit	
Workers Comp	\$ 500,000	per accident	

*The Board agrees that D&O coverage will be maintained without interruption throughout the effective dates of the Agreement. This coverage will be endorsed with Extended Reporting Period coverage for a period of at least three years beyond any dissolution or abolition of the Board's existence.

In addition, the Board will require contractors to maintain general, property, as well as directors and officers insurance and/or fidelity bonds to protect against potential losses or disallowed costs. At its sole discretion, the Board may satisfy applicable insurance requirements of Provision 3.3 by adding a Contractor or Contractors as additional insureds to its insurance policies of the same types and limits.

The Board agrees to identify, by resolution, the source of deductible funds should individual members of the Board be sued or have a claim filed against them, and will provide County with a copy of such Resolution.

3.4 Oversight Activities/Safeguard Measures. To ensure accountability over funds it administers, and to protect the City and the County, the Board agrees to maintain proper internal control policies and procedures, including the following:

3.4.1 The Board will participate in an annual review by the Texas Workforce Commission of the Board and contractor fiscal and program operations. City and County will be provided copies of all reports/reviews resulting from this annual review.

3.4.2 The Board will monitor all contractors/programs for both fiscal and program performance. Results of the monitoring reviews, including all follow-up, will be communicated to the Operations Committee of the Board, with copies to the Department.

3.4.3 The Board will provide contractors with technical assistance, as appropriate, on an on-going

basis and will develop and maintain a system of quality assurance reviews for all of the funding streams managed by the contractor. Reviews will be conducted every six (6) months unless circumstances deem otherwise. Areas of concern identified in the reviews will be brought to the contractor's attention, and corrective action plans inclusive of training will be required. Contractor performance will be reviewed and performance improvement plans used to address any issues. City/County may receive copies of any reports/reviews upon request. The Board will advise City/County, through Department, of any major substantive issues arising with contractors as noted in these reviews.

3.4.4 The Board will review all payments to the contractors. Board staff will oversee all major procurements to ensure accountability over funds and compliance with state and federal regulations.

3.5 Pursuant to the Act, the Board will provide all contract services in accordance with applicable Texas Workforce Commission guidelines, and the Board will not provide direct training or one-stop services without the necessary waiver.

4.0 CITY/COUNTY

4.1 CEOs. As the Chief Elected Official ("CEO") of the units of general local government having populations of at least 200,000 in the Area, the CEO for City shall be the Mayor, and the CEO for the County shall be the County Judge.

4.2 Plan Approval. Subject to Section 3.2.5, City and County shall review and approve the Plan and any modifications as submitted by the Board.

4.3 Board Appointment. City and County shall appoint Board members in accordance with the Interlocal Cooperation Agreement Setting Forth the Relationship Between the Chief Elected Officials for the Establishment of a Local Workforce Development Board attached hereto as Exhibit "A" and incorporated herein.

4.4 Input. City and County shall provide input to the Board and shall, by continual communication, ensure that all workforce development efforts of City and County are coordinated with the Board and consistent with the Plan.

4.5 Support. City and County shall support and promote the Board to the business community, public and community organizations, and the general public.

4.6 Monitoring. City and County reserve the right to perform periodic on-site monitoring of services and activities provided pursuant to this Agreement.

4.7 Immunity or Defense. It is expressly understood and agreed by all Parties that, neither the execution of this Agreement, nor any conduct of any representative of City or County relating to this Agreement, shall be considered to waive, nor shall it be deemed to have waived, any immunity or defense that would otherwise be available to it against claims arising in the exercise of its governmental powers and functions, nor shall it be considered a waiver of sovereign immunity to suit.

5.0 JOINT RESPONSIBILITIES - BOARD, CITY, COUNTY

5.1 Designated Representative. Each Party to this Agreement shall designate a specific staff person to carry out the function of administrative coordination regarding the assigned duties and responsibilities to be carried out under this Agreement. Such designation, or subsequent changes in such designation shall be in writing and communicated to the other parties immediately upon determination of the designated person. Additional designations may be made as deemed necessary in order to implement the Plan. Such designation shall remain in effect unless and until any change is provided in writing to the Parties pursuant to the Notice provision of this Agreement.

5.2 Oversight. Board, City and County shall share oversight and Plan review-approval responsibilities as

prescribed by the Act.

5.3 Board

5.3.1 City and County shall be jointly responsible for the process of determining board membership and the Board will participate in the orientation of potential nominees, as necessary, to ensure that the nomination process is carried out pursuant to applicable law.

5.3.2 The Board shall ensure that the number of Board members, the categories of membership, the nomination process and all other related matters shall be done according to applicable law, and shall provide documentation of technical assistance provided related to these activities.

5.3.3 The Board shall notify the CEOs of Board members whose terms are due to expire and prioritize the reappointment of Board members serving as officers. The CEOs shall be responsible for filling all Board vacancy pursuant to the CEO agreement.

6.0 PROCEDURES FOR DEVELOPMENT AND IMPLEMENTATION OF THE PLAN

6.1 Initial/Ongoing Development. The Parties understand and agree that the Local Workforce Plan ("Plan") which is attached hereto as Exhibit B, continues to be in operation under this Agreement. In consultation with the City and the County through the designated representatives, the Board shall be responsible for the continued development and ongoing implementation of a current, updated single, comprehensive Plan, as approved throughout the Agreement term(s), for the delivery of workforce development services that includes strategic and operational components as required by the Act and which meets the requirements of the Act, and any applicable laws, rules, regulations and policies, including those of the Texas Workforce Commission.

6.2 Review. The Plan (including all approved changes) which has been approved and is in place at any given time of the Agreement term shall continue to be developed in a manner which permits the City and County adequate input into Plan development. The Board shall provide a draft copy of the Plan or any changes to it to the City and the County through the Austin/Travis County Health and Human Services Department ("Department") at the earliest possible date prior to the final due date for any proposed changes, but at least in sufficient time for Department to review and respond to the Board prior to any deadlines.. The Department, at its sole option, may elect to approve proposed changes or to submit any changes to the CEOs for approval. All changes must be approved by the City/County (either by the Department or the CEOs, as determined by the Department) prior to implementation. The City and the County and/or the CEOs, or their designated representatives, shall timely notify the Board of any objections to the proposed Plan, or changes to the Plan. In the event that objections are not timely provided to the Board, the Board is authorized to submit the proposed Plan within the deadlines specified by TWC and/or the Texas Council on Workforce Economic Competitiveness.

6.3 CEO Approval. Following the approval of any changes to the Plan or any new Plan by the Board, the new Plan or any proposed changes to the Plan in place shall be forwarded to each CEO for approval. If either or both of the CEOs find any portion of the proposed new Plan/changes unacceptable, that CEO shall send the Board notice of non-acceptance, including the specific reasons for such non-acceptance. The Board shall then enter into negotiations with the CEOs to resolve those aspects of the Plan in dispute.

6.4 Completion Deadline(s). It is understood that the Plan, as the Board's response to certain state and federal requirements, is the basis for receipt of workforce development funds. As such, any delays in changes in the Plan approval process might threaten the availability of such funds and the delivery of services to residents of the Area. Therefore, it is agreed by all Parties that negotiations on specific items must be completed no later than April 30 of any program year.

6.5 Plan/Modifications. The Plan or any modifications thereto submitted to the CEOs for review and approval under this Agreement shall include descriptions of the service delivery system, methodology to be utilized, goals and objectives, and expected outcomes. The descriptions shall include material changes to previously approved portions of

the Plan. Either CEO, individually or through the designated representative, may request additional details as determined necessary to review and approve the Plan or modification.

6.6 Master Community Plan. It is understood by all Parties that the planning process may also include activities aimed at developing a Master Community Plan which will be a document separate and distinct from the Plan developed pursuant to the Act. The Board shall participate, as requested by City and County, in the development of that Master Community Plan.

6.7 Service Providers. Selection of service providers under the Plan shall be made consistent with the procurement provisions of applicable federal, state and local laws, rules and regulations. The Board shall be solely responsible for procurement activities consistent with all applicable laws and shall ensure that all providers possess the level of skills necessary to provided procured services in accordance with all applicable laws and guidelines. Notice of the selection of sub-recipients shall be provided to City and County by the Board.

7.0 AUDIT

7.1 Annual Financial Audit. The Board is responsible for arranging an annual financial and compliance audit under the Single Audit Act of 1996, as amended, P.L. 104-156 (OMB Circular A-133). Each audit shall be conducted in accordance with generally accepted auditing standards, and shall comply with the rules, regulations and policies set forth by the Texas Workforce Commission. The Board shall provide City and County with copies of all such audits and audit resolutions within thirty (30) days of receipt of the final audit report by the Board.

7.2 CITY/COUNTY Audit. Notwithstanding the requirements of Section 7.1, City and County reserve the right to conduct separate financial and compliance audits of funds and performances rendered under this Agreement at City and County expense. The Board agrees to permit City and County, or their authorized representatives to audit Board records and to obtain documents, materials, or information necessary to facilitate such audit.

7.3 Facilitation. The Board shall take reasonable and appropriate action to facilitate the performance of any audits conducted pursuant to the requirements of this Agreement that City and County may require. Such audits shall not unreasonably interfere with or prevent the Board from carrying out its duties and responsibilities under this Agreement.

8.0 PERFORMANCE STANDARDS

8.1 State and Federal. The Parties agree that the performance standards expected to be achieved in the operation of the Plan in the Area shall be in accordance with those prescribed by the Governor of the State of Texas as authorized under the Act, and the United States Department of Labor. The Parties agree that failure to perform according to established standards may be considered cause for the termination or renegotiation of the terms of this Agreement.

9.0 CONFLICT

9.1 In case of any conflict between this Agreement and any federal, state and/or local law, the federal, state or local law shall take precedence.

10.0 NO THIRD PARTY BENEFICIARY

10.1 For purposes of this Agreement, including its intended operation and effect, the Parties specifically agree that:

10.1.1 this Agreement only affects matters/disputes between the Parties to this Agreement and is no way intended to benefit or otherwise affect any third person or entity, notwithstanding the fact that such third person or entities may be in a contractual relationship with the Board, City and County; and

10.1.2 the terms of this Agreement are not intended to release either by contract or operation of law any third person or entity from obligations owing by them to any of the parties to this Agreement.

11.0 MISCELLANEOUS PROVISIONS

11.1 Entire Agreement.

11.1.1 All Agreements. This Agreement represents the entire agreement of the parties, and any prior agreement, assertion, statement, understanding, or other commitment antecedent to this agreement, whether written or oral, shall have no force or effect whatsoever.

11.1.2 Attachments. The attachments enumerated and denominated below are hereby made a part of this Agreement, and constitute promised performances by the Parties in accordance with all terms of this Agreement.

(i) Exhibit A - Interlocal Cooperation Agreement Setting Forth the Relationship Between CEO's for Establishment of a Local Workforce Development Board

(ii) Exhibit B - Local Workforce Development Plan

11.1.3 Changes. Any amendment or modification of this Agreement must be mutually agreed to between the parties, evidenced in writing, and approved and executed in the same manner as this Agreement pursuant to Section 13.0.

11.2 Severability. Should any part of this Agreement be invalidated or otherwise rendered null and void by any Court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect.

11.3 Assignment. No party may assign, sublet, subcontract or transfer any interest in this Agreement without the written consent of the others.

11.4 No Other Obligations. By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in parties not signatories hereto.

11.5 Immunity. It is expressly understood and agreed that, in the execution of this Agreement, the Parties, either individually or jointly, do not waive, nor shall they be deemed to waive, any immunity or defense that would otherwise be available to each against claims arising in the exercise of governmental powers and functions.

11.6 Non-Discrimination. The Board shall, and shall require all subcontractors to, provide all services and activities required by this Agreement in compliance with the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, Public Law 93-1122, Section 504, and with the provisions of the Americans With Disabilities Act of 1990, Public Law 101-336 [S.933] As a condition of this Agreement, the Board will take all necessary actions to ensure that, in connection with any work under this Agreement, the Board, and either entity's associates and subcontractors, will not discriminate in the treatment or employment of any individual or groups of individuals on the grounds of race, color, religion, national origin, age, sex, or disability unrelated to job performance, or political affiliation or belief, whether directly, indirectly, or through contractual or other arrangements.

11.7 Independent Contractor. The parties expressly acknowledge and agree that the Board is an independent contractor and assumes all of the rights, obligations and liabilities applicable to it as an independent contractor. No employee of the Board shall be considered an employee of City or County or gain any rights against City or County pursuant to City's or County's personnel policies respectively.

11.8 Continued Liability. Notwithstanding any exercise by City or County of any of its right of termination, the Board shall not be relieved of any liability to City or County for damages due to City or County by virtue of any

breach of this Agreement by the Board.

11.9 Binding Agreement. This Agreement shall be binding upon the successors, assigns, administrators, and legal representatives of the parties to this Agreement.

11.10 Law and Venue. This Agreement is governed by the laws of the State of Texas and all obligations under this Agreement shall be performable in the City of Austin and Travis County, Texas.

12.0 INDEMNIFICATION AND CLAIMS NOTIFICATION

12.1 Claims Notification. If any Party to this Agreement receives notice that a lawsuit or administrative claim has been or will be filed arising out of this Agreement by any person, firm, corporation, or other entity against the Board, City or County in any court or governmental agency with administrative jurisdiction over the claim, the Party shall give written notice to the other Parties within three (3) working days after receipt of such notice. The Parties shall be provided with a copy of the claim; and, if know, the name and addresses of the person, firm, corporation, or other entity that instituted or threatened to institute the claim; the basis of the claim; the court or governmental agency where the claim has been filed; and the name or names of any person against whom this claim is being made or threatened.

12.2 Indemnification. To the extent allowed by law, the Board agrees to and shall indemnify and hold harmless County and City, their officers, agents, and employees, from and against any and all claims, losses, damages, negligence, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person, for any act or omission by the Board, including but not limited to any act or omission resulting in the misuse, misappropriation, misapplication, loss or theft of any funds provided for or through this Agreement, either directly or indirectly, or for damage to any property arising out of or in connection with the work done by the Board under this Agreement. Notwithstanding any provision in this Agreement which is contrary, to the extent the City or the County have contracts to provide goods or services to the Board, liability PROVISIONS, including indemnification and hold harmless provisions under those contracts, shall control, to the extent the claim, loss, damage or suit pertains to goods or services covered by such contract(s).

12.3 City/County Liability. The Board shall be held liable for all debts to the Texas Workforce Commission ("TWC") and the United States Department of Labor ("DOL") and shall resolve such matter in accordance with Section 3.2.4 of this Agreement. After exhausting all possible remedies, and provided no other resolution is acceptable to all Parties, the Board and CEOs shall be liable in accordance with WIA, and any other federal and state statute, to the extent allowed by law.

13.0 AMENDMENTS

13.1 This Agreement may be amended by requests of any Party, consistent with law, through written agreement by all parties. It is acknowledged by all parties that no officer, agent, employee or representative of the Board, the City or County has the authority to change the terms of this Agreement or any attachments to it unless expressly granted that authority by the Board, City Council, or Commissioners Court, respectively.

14.0 TERMINATION

14.1 This Agreement may be terminated by the Parties or any Party for cause with thirty (30) calendar days written notice to the other Parties; or, for convenience with ninety (90) calendar days written notice to the other Parties.

15.0 NOTICE

15.1 Notice. Any notice required or permitted to be given under this Agreement by one Party to another shall be in writing and shall be deemed to have been given when delivered in person to the address set forth in this section for

the Party to whom the notice is given, or on the third day following mailing if placed in the United States mail, postage prepaid, by registered or certified mail with return receipt requested addressed to the Party at the address specified herein:

15.2 County Address. The address of County for all purposes under this Agreement shall be:

Honorable Samuel Biscoe (or his successor in office)
Travis County Judge
P. O. Box 1748
Austin, Texas 78767

15.3 City Address. The address of City for all purposes under this Agreement shall be:

Honorable Will Wynn (or his successor in office)
Mayor, City of Austin
P. O. Box 1088
Austin, Texas 78767

15.4 Board Address. The Address of Board for all purposes under this Agreement shall be:

WorkSource - Greater Austin Area Workforce Board
6505 Airport Blvd., Ste 101E
Austin, Texas 78752

15.5 Change of Address. Each Party may change the address for notice by giving notice of the change to the other Parties in compliance with this Section 14.0.

16.0 AUTHORITY

16.1 The undersigned individuals do hereby warrant that he, she, or they are properly authorized to execute this Agreement on behalf of the Parties, receive funds authorized by this Agreement and to perform the services each one is obligated to perform under this Agreement; and each Party certifies to the other that any necessary resolutions extending such authority have been duly passed and are not in full force and effect.

16.2 Dispute as to Authority. Each Party shall have the right to suspend or terminate this Agreement if there is a dispute as to the legal authority of any other Party or the person signing this Agreement to enter into this Agreement or to render performances under it.

17.0 CONFLICT OF INTEREST

17.1 The Board shall ensure that no person who is an employee, agent, consultant, officer, or elected or appointed official of the Board who exercises or has exercised any functions or responsibilities with respect to activities performed pursuant to this Agreement or who is in a position to participate in a decision-making process or gain inside information with regard to these activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect to it, or the proceeds under it, either for him or herself or those with whom he or she family or business ties, during his or her tenure or for one year thereafter.

17.2 Board Policy. The Board shall adopt a Conflict of Interest Policy that meets the intent of the Act and any Regulations or State rules.

18.0 POLITICAL AND SECTARIAN ACTIVITY

18.1 The Board shall not use any of the performance under this Agreement for any activity related to the result of an election for public office. The Board shall ensure that activities performed under this Agreement shall be carried

on in a manner free from religious influence. The Board shall not execute any agreement with any primarily religious organization to receive funds from the Board unless the agreement includes provisions, as provided by City/County, to effectuate this assurance. The Board shall submit copies of such agreements to City/County through the Department.

19.0 MEDIATION

19.1 When mediation is acceptable to all parties in resolving a dispute arising under this agreement, the parties agree to use the Dispute Resolution Center of Austin, Texas as the provider of mediators for mediation as described in the TEX. CIV. PRAC. AND REM. CODE, Section 154.023. Unless all parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in TEX. CIV. PRAC. AND REM. CODE, Section 154.073, unless all parties agree, in writing, to waive the confidentiality.

20.0 INTERPRETATIONAL GUIDELINES

30.1 Computation of Time. When any period of time is stated for the giving of any notice requested or permitted in this Agreement, the time shall be computed to exclude the first day and include the last day of the period. If the last day of any period falls on a Saturday, Sunday or a day that City, County, or the Board has declared a holiday for its employees, these days shall be omitted from the computation.

20.2 Number and Gender. Words of any gender in this Agreement shall be construed to include any other gender and words in either number shall be construed to include the other unless the context in the Agreement clearly requires otherwise.

20.3 Headings. The headings at the beginning of the various provisions of this Agreement have been included only to make it easier to locate the subject matter covered by that section or subsection and are not to be used in construing this Agreement.

21.0 NON-WAIVER OF DEFAULT

21.1 Non-Waiver. No payment, act or omission by any party may constitute or be construed as a waiver of any breach or default of that party which then exists or may subsequently exist.

21.2 Reservation of Rights. All rights of the Parties under this Agreement are specifically reserved and any payment, act or omission shall not impair or prejudice any remedy or right to the Parties under it. Any right or remedy in this Agreement shall not preclude the exercise of any other right or remedy under this Agreement or under any law, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

22.0 PAYMENT FOR SERVICES

22.1 Each party shall be responsible for its own administrative and other costs incurred in the performance of this Agreement as those costs relate to implementation of the programs under the Act.

23.0 COUNTY EXEMPTION ORDER

23.1 Pursuant to TEX. LOCAL GOVERNMENT CODE ANN. § 262 et seq., Travis County Commissioners Court hereby orders that this contract is exempt from the requirements of the County Purchasing Act because it is a contract for the purchase of personal or professional services.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year next to their respective signatures.

CITY OF AUSTIN

BY: Will Wynn Date: 5-15-06
Will Wynn, Mayor

TRAVIS COUNTY

BY: Samuel T. Biscoe Date: 6-20-06
Samuel T. Biscoe, County Judge

WORKSOURCE - GREATER AUSTIN AREA WORKFORCE BOARD

BY: Sally Foster Date: 6-28-06
Sally Foster, Chairperson

EXHIBIT A

INTERLOCAL AGREEMENT
(CITY OF AUSTIN AND TRAVIS COUNTY)

**INTERLOCAL COOPERATION AGREEMENT BETWEEN
CITY OF AUSTIN AND TRAVIS COUNTY
SETTING FORTH THE RELATIONSHIP BETWEEN
THE CHIEF EXECUTIVE OFFICERS AND FOR THE ESTABLISHMENT OF A
LOCAL WORKFORCE DEVELOPMENT BOARD**

This Interlocal Cooperation Agreement ("Agreement") is entered into by and between the City of Austin, a municipal corporation and a political subdivision of the State of Texas ("City"), by and through its Chief Executive Officer, Mayor Will Wynn, and Travis County, a political subdivision of the State of Texas ("County") by and through its Chief Executive Officer, County Judge Samuel T. Biscoe.

RECITALS

WHEREAS, City and County have been designated by the Governor of the State of Texas as a Local Workforce Development Area for the City of Austin/Travis County ("Area") for the planning and delivery of workforce development programs under the Workforce and Economic Competitiveness Act, Chapter 2308, GOVERNMENT CODE, V.T.C.A. ("WEC Act"), as amended, and

WHEREAS, the purpose of this Agreement is to support and provide for the creation of a Local Workforce Development Board ("LWDB"), as provided for under the Act; and

WHEREAS, the Mayor of the City of Austin and the Travis County Judge are the chief elected officials ("CEOs") who represent units of general local government having a populations of at least 200,000 within the Area, and who represent at least seventy-five percent (75%) of the population of the Area; and

WHEREAS, the CEOs represented in this Agreement and designated for the purpose of establishing a Local Workforce Development Board meet the requirements detailed in Title 40, Social Services and Assistance, Part XX, Texas Workforce Commission, Chapter 801, Local Workforce Development Boards, Part 801.1(d);

NOW, THEREFORE, BE IT RESOLVED THAT WE THE UNDERSIGNED DO HEREBY AGREE TO THE FOLLOWING:

A. **Previous Agreements.** That this Agreement replaces previous agreements between the Parties related to this matter, and acts to continue the ongoing work of the CEOs in supporting the creation and efforts of the Local Workforce Development pursuant to all applicable statutes.

B. **LWDB.**

1. Establishment. That a LWDB shall be established pursuant to and within applicable Federal, State, and local laws for the Area. The LWDB shall design and implement a comprehensive and integrated workforce development system to provide the Area with a competent, highly skilled workforce which meets the needs of area businesses and citizens, subject to the development and mutual approval of a partnership agreement between the CEOs and the LWDB.

2. Function. It is the intention of the CEOs that the LWDB, serving as a resource member of the

Community Action Network, will move toward the goals of integration and coordination of state, federal and community resources and workforce development programs; sustained and meaningful involvement of the private sector, education and training providers and other community stakeholders that serve the need of both employers and employees in the Area.

C. **CEO's.**

1. Selection. The Mayor of the City of Austin and the Travis County Judge shall jointly represent and mutually work together **as CEO's (Chief Executive Officers)** in all matters relating to the creation of a LWDB and the approval of a local workforce development plan.

2. LWDB Representation. The CEOs, or their duly authorized representatives, may also serve as ex-officio, non-voting members of the LWDB

D. **LWDB Staff.** The independent staff of the LWDB will keep the CEOs informed regarding all LWDB activities through an agreed upon system of communication and reports (to be detailed in the CEO/LWDB partnership agreement), on at least a quarterly basis. [last sentence moved to C.1.]

E. **LWDB Appointment.**

1. Number of Members and Term. The LWDB shall initially consist of a minimum of twenty-five (25) members, with a maximum of thirty (30) members, appointed to serve three-year staggered terms.

2. Nomination/Selection. All board members shall be nominated and selected in accordance with applicable federal and state laws, rules and regulations, including Sections 2308.255 and 2308.56 of the Act, and Chapter 801 of the Texas Workforce Commission Rules.

3. Categories of Representation. Board members shall represent the following categories:

- private sector
- organized labor and community-based organizations
- educational agencies
- vocational rehabilitation agencies
- public assistance agencies
- economic development agencies
- public employment service
- adult basic and continuing education, and
- local literacy councils

4. Other Expertise. At least one of the above must have child care or early childhood education expertise, and at least one of the above must be a veteran.

5. Selection.

a. Original Appointments. The Parties acknowledge and agree that, initially, under Original Agreement(s), one-half of the total membership of the Board appointed by the Mayor of the City of Austin and one-half of the members were appointed by the Travis County Judge, in accordance with the table below:

<u>Position #</u>	<u>City</u>	<u>Position #</u>	<u>County</u>
001	Private Sector	014	Private Sector
002	Private Sector	015	Private Sector
003	Private Sector	016	Private Sector

004	Private Sector	017	Private Sector
005	Private Sector	018	Private Sector
006	Private Sector	019	Private Sector
007	Education (ISD)	020	Education (ACC)
008	Private Sector	021	Labor
009	Labor	022	CBO Labor
010	Economic Development	023	CBO
011	Rehabilitation	024	Public Assistance
012	Adult Basic/Cont. Education	025	Public Employment Service
013	Private Sector	026	Literacy

b. Current Appointment Procedure.

(1) New Appointment Categories. Upon execution of this Agreement by the Parties, new LWDB appointments shall be made in a manner which ensures, at a minimum, compliance with Section 2308.256 of the Act, with representation from the following categories.

CATEGORY	NUMBER OF APPOINTEES
Private Sector	13
Educational Agencies (1 from an ISD, 1 from ACC)	2
Organized Labor and Community Based Organizations	4
Economic Development Agencies	1
Vocational Rehabilitation Agencies	1
Public Assistance Agencies	1
Adult Basic/Cont. Education	1
Public Employment Service	1
Local Literacy Council	1

(2) Vacancies. Any vacancy in the membership of the LWDB shall be filled by referring the appointment, along with the information as to which category has experienced the vacancy, alternately to the Travis County Judge and the Mayor of the City of Austin, with the first vacancy to be filled by the Travis County Judge.

(3) Removal. Any member of the LWDB may be removed for cause, in accordance with procedures established by the LWDB as contained in its bylaws (a copy of which will be provided to the CEOs), and with the concurrence of the appointing CEO.

F. **Resources.** Any federal/state resources allocated to the LWDB shall be shared on an equitable basis in accordance with a local workforce development plan as approved by the CEOs and the LWDB in accordance with a CEO/LWDB partnership agreement.

G. **Amendment/Termination.** This Agreement may be amended or terminated only upon the written consent of both CEOs.

APPROVED THIS THE 20th DAY OF June, 2003.

BY: Samuel T. Biscoe
Samuel T. Biscoe, Travis County Judge

BY:

Will Wynn
Will Wynn, Mayor, City of Austin

CEO ACKNOWLEDGMENT

We, the chief elected officials of the Austin/Travis County Workforce Development Area, acknowledge that the following are responsibilities and requirements pursuant to the formation of local workforce development boards:

(I) The local workforce development board will assume the responsibilities for the following committees and councils that will be replaced by the board unless otherwise provided in Chapter 2308 of the Act, as amended:

- private industry council
- quality work force planning committee
- job service employer committee, and
- local general vocational program advisory committee;

(II) At least one career development center must be established within 180 days of board certification; the career development center(s) must be accessible to students, workers and persons formerly sentenced to the institutional division or state jail division of the Texas Department of Criminal Justice, and must provide necessary access to information and services.

(III) The board must have its own independent staff and not be a provider of workforce services, unless the board secures a waiver of these provisions;

(IV) The chief elected officials must enter into a partnership agreement with the board to designate a grant recipient to receive and be accountable for block grant funds, and be liable for any misuse of funds;

(V) The partnership agreement must also specify the entity that will administer the programs, which may be separate from the entity that receives the funds from the state;

(VI) The partnership agreement must define the process through which the local boards and chief elected officials will develop the strategic and operational plans (including the training plan required under applicable law) required by the legislation in order to receive block grant funds;

(VII) The local (strategic) plan must be reviewed by both the Commission and the Council on Workforce and Economic Competitiveness, and approved by the Governor before block grants will be available to the local area;

Acknowledged this the 20th day of June, 2006.

BY:

Samuel T. Biscoe
Samuel T. Biscoe, Travis County Judge

BY:

Will Wynn
Will Wynn, Mayor, City of Austin