

Memorandum of Understanding

Between

THE CITY OF AUSTIN ECONOMIC DEVELOPMENT DEPARTMENT

and

WORKFORCE SOLUTIONS CAPITAL AREA

PURPOSE

The City of Austin (the "City") and Workforce Solutions Capital Area ("WFS") (collectively the "Parties") hereby agree to work collaboratively to serve employers, particularly those engaged in Chapter 380 economic development incentive agreements focused on hiring people in Target Hiring Populations. The City and WFS seek to meet the needs of employers and facilitate hiring for people in Target Hiring Populations. Tracking the success and progress of these agreements is important for further development of hiring, employment and workforce development programs while ensuring compliance with employers' Chapter 380 economic development incentive agreements. This Memorandum of Understanding ("MOU") establishes the terms by which the City and WFS will work collaboratively to align job opportunities with area residents in Target Hiring Populations.

The Parties understand that this MOU is not a commitment of funds and is entered into willingly with both Parties utilizing their own resources and funds towards the shared purpose as outlined.

The City and WFS agree to the following:

1. INITIAL MEETING

1.1. The Parties will conduct an initial meeting to jointly confirm process, resources and the availability of all necessary compliance data. This meeting will be conducted by April 30, 2019.

2. WORKFLOW PROCESS AND ANNUAL COMPLIANCE COOPERATION

2.1. The City will refer qualifying incentive applicants ("Employers") to WFS and provide background and qualifying information relevant to the applicant and the proposed hiring incentive.

2.2. WFS will conduct an initial consult meeting and follow-up communications with Employers sufficient to confirm the Employer's Target Hiring Population is eligible and accessible for hire through WFS and or additional third party community partners. The City may send representatives to the initial consult. This consult meeting will be conducted at the convenience of the Parties and the Employer, and can be conducted in person, via virtual meeting and/or phone.

- 2.3. Based on the determination of WFS, the City will evaluate and finalize an incentive agreement with an Employer if appropriate. Either Party may suggest changes or recommend against the project if an Employer proposal is determined not feasible for compliance.
- 2.4. WFS will work with the Employer to post positions (full-time employees, apprenticeships and internships) on the Work in Texas platform and assist the Employer to reach the determined targeted hiring population.
- 2.5. According to the incentive agreement compliance schedule, the City will meet with the Employer to verify compliance with hiring requirements and gather necessary records.
- 2.6. On an annual basis WFS will meet with the City's compliance team to confirm:
 - a. Classification of each Placed Employee as a member of intended Target Hiring Population;
 - b. Determination of Placed Employee earning less than 200% of the federal poverty level before placed employment;
 - c. Determination of Placed Employee's household eligible or receiving SNAP benefits;
 - d. The status or length of employment of each Placed Employee with the Employer;
 - e. The wages earned by each Placed Employee from the Employer;
 - f. Additional resources provided to the Employer for hiring from the Target Hiring Population;
 - g. Total number of employees for each identified Employer;
 - h. Additional resources provided to assist the Placed Employee;
 - i. Anonymous geographic data of Employers and Placed Employees connected;
 - j. Anonymous classification data of Placed Employees.
- 2.7. The City will contact WFS annually to schedule a meeting to confirm the information in Workflow Process #6 outlined above. The sole purpose of these meetings is for the City's compliance team to determine each Chapter 380 Employer's compliance with the terms of their Chapter 380 economic development agreement. The Parties may inspect each other's records, only to the extent needed to determine compliance. Neither Party shall copy or retain any of the other Party's confidential or proprietary information, even if that information is needed to determine compliance. The Parties shall retain confidential information that has been obtained directly from Employers, as needed.
- 2.8. WFS understands that the City and/or its agents will require appropriate access to inspect WFS records and information to verify successes and compliance outlined above.
- 2.9. All meetings between the City and WFS will be scheduled at the mutual convenience of both Parties.

3. DEFINITIONS

- 3.1. Targeted Hiring Population is a local population facing economic and socio-economic barriers to employment. The following list serves only as an example of populations and barriers and does not exclude other populations and barriers. Other individuals who are considered to have challenges in regular employment may be included in the Targeted Hiring Population upon City receipt of, and agreement with, the justification for inclusion.
- a. Individuals without a high-school diploma or GED or transitioning from GED/high-school equivalent programs;
 - b. Individuals experiencing homelessness, transitioning from homelessness or residents of Permanent Supportive Housing (PSH) and other publicly funded housing programs to include Housing Choice Voucher Programs;
 - c. Individuals served by other local, state, or federal social services contracts;
 - d. Individuals with a past criminal justice system experience;
 - e. Individuals transitioning from drug, alcohol or other treatment programs;
 - f. Those who either lack sustained labor force experience or those returning to the labor force from a sustained absence; and
 - g. Individuals with a disability that has been identified by a qualified third-party service provider engaged in workforce development and supportive services as a barrier to employment.
- 3.2. A "Placed Employee" is an individual who is a member of the Target Hiring Population and who is hired into a job with a Employer as the result of the Employer's collaboration with WFS.
- 3.3. The "Employer" is a company with an active Chapter 380 economic development incentive application or agreement with the City.

4. JOINT OBLIGATIONS

- 4.1. The City and WFS believe in the importance of local partnerships to best serve the local community of employers and residents with effective and efficient services. Both Parties, as stewards of public resources, are committed to integrity, accountability and existing best practices for compliance.
- 4.2. WFS acknowledges that the City is required to comply with Chapter 552 of the Texas Government Code (Public Information Act or Act). Under the Public Information Act, this agreement, and documents related to this agreement, which are in City's possession, or to which City has access, are presumed to be public and the City may release these records to the public unless an exception described in the Act applies to a document.

4.3. WFS may require access to certain of the City's confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which City or its licensors consider confidential) ("Confidential Information") to perform its functions under the MOU. WFS acknowledges and agrees that the Confidential Information is the valuable property of the City and its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure City and its licensors. WFS (including its employees, subcontractors, agents, or representatives) agrees it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without prior written consent of the City, or in a manner not expressly permitted under this MOU, unless the Confidential Information is required to be disclosed by law or an order of a court or other governmental authority with proper jurisdiction. In all cases, WFS agrees to promptly notify the City before disclosing Confidential Information to permit the City reasonable time to seek an appropriate protective order. WFS agrees to use protective measures no less stringent than WFS uses in its business to protect its own most valuable information. In all circumstances, WFS's protective measures must be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

5. TERM

5.1. This MOU shall become effective upon signature by the authorized officials from the Parties and will remain in effect until modified by mutual agreement or terminated by either Party upon 30 days' written notice.

6. AMENDMENTS

6.1. This MOU is at-will and may be modified by mutual consent of authorized officials from the Parties. In the event that either of the Parties is not be able to meet the intentions of this understanding, they agree to notify the other party in writing with at least 30 day notice and negotiate a mutually accepted amendment or termination.

6.2. WFS will continue to assess the staffing and resource needs. If WFS identifies that work load is beyond what WFS resources can manage, the City will reevaluate avenues to address its business needs to include exploring whether to enter into a financial agreement with WFS.

SIGNATORIES

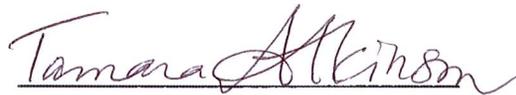


Rebecca Giello, Interim Director

CITY OF AUSTIN ECONOMIC DEVELOPMENT

Date

4/25/19



Tamara Atkinson, CEO

WORKFORCE SOLUTIONS CAPITAL AREA

Date

4/25/19