

INTERLOCAL AGREEMENT
FOR THE
ALAMO WORKFORCE DEVELOPMENT AREA
(Third Amendment)

This Interlocal Agreement is among the City of San Antonio and Atascosa, Bandera, Bexar, Comal, Frio, Gillespie, Guadalupe, Karnes, Kendall, Kerr, Medina and Wilson Counties, and McMullen County, upon certification by the Texas Workforce Investment Council.

For the purpose of this agreement the three Chief Elected Officials (“*CEO*”s) are; 1) City of San Antonio; 2) County of Bexar; and 3) the Judges who represent the following counties: Atascosa, Bandera, Comal, Frio, Gillespie, Guadalupe, Karnes, Kendall, Kerr, Medina and Wilson Counties and McMullen County, upon certification by the Texas Workforce Investment Council (“*Area Judges*”).

WHEREAS, the State of Texas has authorized the formation of interlocal cooperation agreements between and among governmental entities; and

WHEREAS, the Governor of the State of Texas has established a single Workforce Development Area (“*WDA*”) covering the thirteen (13) county “Alamo” region; and

WHEREAS, the CEOs are required to adopt an Interlocal Agreement in order to retain local control of workforce development design management and funding decisions; and

WHEREAS, at least three-fourths of the chief elected officials in the WDA who represent units of general local government must agree to the creation of the board, including all of the CEOs who represent units of general local government having populations of at least two-hundred thousand (200,000). The elected officials agreeing to the creation of the board must represent at least seventy-five percent (75%) of the population of the workforce development area.

WHEREAS, the CEOs wish to appoint and empower a Local Workforce Development Board (“*LWDB*”); and

WHEREAS, the CEOs find that adoption of this agreement is in their common interest;

NOW, THEREFORE, and in consideration of the terms herein, the CEOs hereby agree as follows:

I. PURPOSE

The purpose of this agreement is to establish a unified workforce development system throughout the “Alamo” WDA. This Agreement also establishes the rights and responsibilities of the City of San Antonio, County of Bexar, and Area Judges.

II. TERM

This agreement shall commence when the last signature is affixed hereto and shall continue until terminated in accordance with this paragraph. Any of the CEOs may terminate this Agreement by giving advance written notice to each of the other CEOs on or before January 1st of the second year from the date of this Agreement. Termination shall be effective June 30th of said year.

III. CHIEF ELECTED OFFICIALS / COMMITTEE OF 6

A. Pursuant to the provisions of Chapters 791 and 2308 of the Texas Government Code, as amended, the CEOs hereby create an administrative entity to oversee workforce development issues to be known as the "Committee of 6."

B. The Committee of 6 shall have all of the powers, expressed or implied, authorized by Chapters 791 and 2308, Texas Government Code, and by this Agreement.

C. CEOs shall conduct oversight and shall fulfill those responsibilities required by applicable federal and state statutes, rules, policies, procedures, and grant agreements.

D. CEOs responsibilities shall include but need not be limited to the following areas:

1. Appointments to the LWDB;
2. Removal for cause of the LWDB members;
3. Review and approval of the workforce development Local Plan including major modifications to any of the aforementioned documents before submittal when required by the Texas Workforce Commission;
4. Review and approval of the LWDB's annual operating budget, to the extent required by federal and state legislation, rules, policies, procedures or grant agreements;

E. The Committee of 6 shall consist of two (2) representatives of the City of San Antonio, County of Bexar, and Area Judges. The representative so chosen shall be the CEO for that local government.

F. The Committee of 6 shall annually elect a Chair from its voting members to act as the Committee of 6's Chief Elected Official, as required by state or federal legislation, rules or regulations.

G. The Committee of 6 shall meet at least annually and at such other times as are necessary to ensure the implementation of this Agreement and the Partnership Agreement, as amended, between the CEOs and the Alamo Workforce Development, Inc. meetings may be called by any member of the Committee of 6.

H. Decisions of the Committee of 6 shall be by unanimous vote at meetings during which a quorum is present.

I. A quorum shall consist of one representative from the City of San Antonio, County of Bexar, and the Area Judges.

IV. THE LOCAL WORKFORCE DEVELOPMENT BOARD

A. Workforce development activities within the AWDA shall be overseen by a LWDB which will include, but not be limited to those required by state and federal law.

The majority of LWDB members, including the LWDB Chair, shall represent the private sector. The LWDB shall have a minimum of twenty-five (25) members, of which at least fifty percent (50%) are from the private for profit sector, or comply with current state or federal statutes, rules or regulations.

B. The LWDB members shall be nominated and appointed in accordance with and shall perform all functions required by applicable federal and state statutes, policies and procedures. The Committee of 6 will interview and will reach consensus upon a single slate of individual(s) for appointment to the LWDB as vacancies occur.

C. LWDB initial terms shall be for one, two or three years, as determined by lottery separately conducted for the private and public sector. Current board members are eligible to reapply for additional terms.

D. The CEOs shall incorporate the LWDB as a new non-profit organization. The LWDB shall employ the Alamo Workforce Development Area's ("AWDA") Chief Executive Officer and other necessary administrative personnel.

E. The LWDB shall perform only administrative functions and not be a direct provider of workforce service, unless the LWDB secures a waiver or State regulations are changed. Cities and Counties are not barred from providing workforce services.

F. The LWDB shall arrange for the annual monitoring and auditing of all funds and shall resolve any disallowed cost questions. The Committee of 6 shall receive copies of all audit and monitoring reports and any legal actions brought against the LWDB and shall also receive updates concerning the resolution of any monitoring or audit findings or legal actions.

G. The LWDB shall be responsible for obtaining input from and shall regularly inform the Committee of 6 on workforce development issues through periodic written reports and/or presentations.

H. Each Committee of 6 member or its designated representative shall be an ex-officio, non-voting member of the board and may attend any board meeting.

I. If a LWDB member changes employment, the member shall notify the LWDB Chair in writing. If the change results in that member not representing the sector from which they were appointed, their board membership shall expire immediately.

J. If a LWDB member transfers, relocates, or moves outside the AWDA, the member shall notify the LWDB Chair in writing and their LWDB membership shall expire immediately.

V. RESOURCE ALLOCATION

A. All resource allocations within the AWDA shall, to the extent possible and practical considering need, be based upon the federal and state formulas used to allocate funds (“Grant Funds”) to the AWDA.

B. The LWDB shall establish a sufficient number of career centers within the local workforce development area to effectively carry out the intent of the above resource allocation paragraph.

VI. LIABILITY

All liabilities and costs accruing to the CEO’s, including but not limited to, disallowed costs, settlements, attorneys’ fees and court costs and judgements, which arise from or are related to activities covered by this agreement or by the Chief Elected Official CEO/LWDB Agreement, shall be covered as follows:

A. Recover funds from the service provider(s) and career center incurring the liability;

B. Recover funds from an insurance carrier or bond issuer;

C. To the extent allowed by law, cover liabilities from available LWDB funds; and

D. To the extent liability arises for the repayment of Grant Funds which exceeds the priority established in this Section VI, Paragraphs A-C, liability for repayment of Grant Funds shall be apportioned as follows:

1. RURAL COUNTIES

In the event the liability for repayment of Grant Funds is directly attributable to services delivered to residents of the twelve (12) rural counties, the rural county in which services (benefits) were received shall assume liability for disallowance for those costs;

2. COUNTY OF BEXAR / CITY OF SAN ANTONIO

In the event the liability for misuse of Grant Funds is directly attributable to services delivered to residents of the City of San Antonio or County of Bexar, the City and County shall each be liable for fifty percent (50%) of all costs;

3. ADMINISTRATIVE OR NON-ATTRIBUTABLE

In the event the liability for misuse of Grant Funds is administrative or otherwise is not attributable in accordance with D.1 or D.2, above, the City of San Antonio shall be liable for forty percent (40%) of all costs, County of Bexar for forty percent (40%) of all costs and the twelve (12) rural counties shall be collectively liable for the remaining twenty percent (20%) of all costs.

VII. ENTIRE AGREEMENT

This agreement represents the entire agreement by the City of San Antonio and Atascosa, Bandera, Bexar, Comal, Frio, Gillespie, Guadalupe, Karnes, Kendall, Kerr, Medina and Wilson Counties, and McMullen County, upon certification by the Texas Workforce Investment Council.

Any supplemental agreements or amendments must be evidenced in writing, and approved and executed in the same manner as this agreement.

VIII. SEVERABILITY

Should any part of this agreement be invalidated or otherwise rendered null and void, the remainder of this agreement shall remain in full force and effect.

IX. CERTIFICATION

By adopting this agreement, the CEOs also accept and agree to the State required certification appended to this agreement as Attachment "A" and incorporated herein by reference.

X. ASSIGNMENT

No CEO may assign, sublet, subcontract or transfer any interest in this agreement without the written consent of the other CEOs.

XI. NO OTHER OBLIGATIONS CREATED

By entering into this agreement, the CEOs do not create any obligation, express or implied, other than those set forth herein, and this agreement shall not create any rights in parties not signatories hereto.

XII. IMMUNITY

It is expressly understood and agreed that in the execution of this agreement, the CEOs, 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.

XIII. DISPUTES

Any disputes between the CEOs and/or the LWDB shall be settled informally through mutual discussion and negotiation. In the event that a dispute arises which cannot be settled informally, a mediator shall be engaged to resolve the dispute. The mediator shall be any mutually acceptable individual. If a mediator cannot be agreed upon, then the mediator shall be assigned by the American Arbitration Association.

XIV. AUTHORITY

The undersigned officers are properly authorized to execute this agreement on behalf of their unit of local government, and each certifies to the other that any necessary resolutions extending such authority have been duly passed and are now in full force and effect.

Executed by the individual units of local government upon affixing their respective signatures.

ATTACHMENT A – Partnership Agreement

ATTACHMENT B – Conflict of Interest Disclosure and Declaration Policy

ATTACHMENT C – Insurance Coverage

ATTACHMENT D – State Required Certification

CITY OF SAN ANTONIO

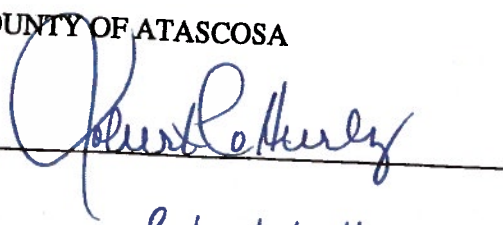
By: Ivy R. Taylor

Printed Name: Ivy R. Taylor

Position: Mayor of San Antonio

COUNTY OF ATASCOSA

By: _____

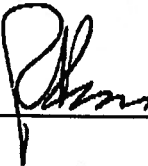


Printed Name: _____

Robert L. Hurley

Position: Atascosa County Judge

COUNTY OF BANDERA

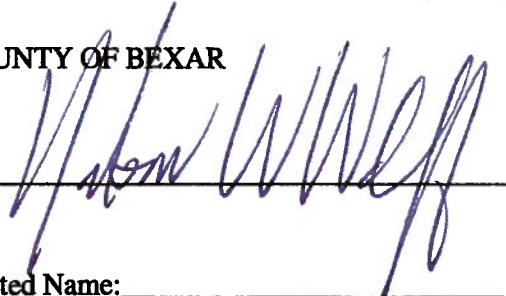
By:  _____

Printed Name: Richard A. Evans

Position: Bandera County Judge

COUNTY OF BEXAR

By: _____

A handwritten signature in blue ink, appearing to read "John W. Wells", is written over a horizontal line.

Printed Name: _____

Position: Bexar County Judge

COUNTY OF COMAL

By: _____

Printed Name: SHERMAN KRAUSE

Position: Comal County Judge

COUNTY OF FRIO

By: *Arnulfo C. Luna*

Printed Name: Arnulfo C. Luna

Position: Frio County Judge



COUNTY OF GILLESPIE

By: 

Printed Name: MARK STROEMER

Position: Gillespie County Judge

COUNTY OF GUADALUPE

By:  _____

Printed Name: Kyle Kutscher

Position: Guadalupe County Judge

COUNTY OF KARNES

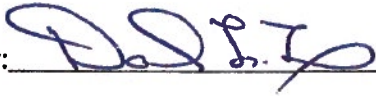
By: Walter R. Long, Jr

Printed Name: WALTER R. LONG, JR

Position: Karnes County Judge

11/8/2016

COUNTY OF KENDALL

By: 

Printed Name: Darrel L. Lux

Position: Kendall County Judge

COUNTY OF KERR

By: Tom Pollard

Printed Name: TOM POLLARD

Position: Kerr County Judge

COUNTY OF MCMULLEN

By: James E. Teal

Printed Name: JAMES E. TEAL

Position: McMullen County Judge

COUNTY OF MEDINA

By: Chris Schuchart

Printed Name: Chris Schuchart

Position: Medina County Judge



COUNTY OF WILSON

By: Richard L. Jackson

Printed Name: Richard L. Jackson

Position: Wilson County Judge