

FOURTH AMENDED PARTNERSHIP AGREEMENT  
B E T W E E N  
THE CHIEF ELECTED OFFICIALS  
A N D  
THE ALAMO WORKFORCE DEVELOPMENT, INC.

This Fourth Amended Partnership Agreement (the "Agreement") is between the Chief Elected Officials (the "CEO's") of the Alamo Workforce Development Area (the "AWDA") and the Alamo Workforce Development, Board ("AWDB") acting by and through its Board of Directors (collectively, the "Parties").

WHEREAS, the CEO's entered into an agreement dated August 26, 1996, (the "Interlocal Agreement") attached hereto as amended and incorporated herein as Attachment "A," for the formation of the AWDB; and

WHEREAS, AWDB, incorporated as Alamo Workforce Development Inc., ("AWD") a non-profit corporation of Texas, was duly certified by the Governor of the State of Texas on November 7, 1996, is recognized as the entity in the AWDA, with the responsibility to provide policy planning, oversight, and evaluation for programs funded through the Texas Workforce Commission; and

WHEREAS, the CEO's and the AWDB entered into a partnership agreement in 1997 pursuant to federal and state laws setting forth the roles, responsibilities, relationships, and function of each party thereto and determining procedures for the development of the local workforce development plan; and

WHEREAS, the CEO's and AWDB desire to further amend the partnership agreement they entered into in 1997 and amended in 1998, 2003, 2012, and 2014; and

WHEREAS, this Agreement supersedes any and all previous partnership agreements among the parties.

NOW, THEREFORE, IN CONSIDERATION OF THE ABOVE PREMISES, BE IT RESOLVED THAT THE PARTIES HERETO AGREE AS FOLLOWS:

I. DEFINITIONS

- A. Administrative Entity: The entity designated to administer the local, workforce plan. The Administrative Entity is the AWDB.

- B. Area Judges: The County judges of Atascosa, Bandera, Comal, Frio, Gillespie, Guadalupe, Karnes, Kendall, Kerr, Medina, and Wilson Counties, and McMullen County, upon certification by the Texas Workforce Investment Council.
- C. Alamo Workforce Development Area or AWDA: The local workforce development area designated by the State, consisting of 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.
- D. Alamo Workforce Development Board or AWDB: The local workforce development board appointed by the Committee of 6, and certified by the Governor.
- E. Alamo Workforce Development, Inc.: The non-profit corporation approved for incorporation by the State, to provide workforce services in the AWDA.
- F. Chief Elected Officials or CEOs: The thirteen (or fourteen with the inclusion of McMullen County) chief elected officials of the AWDA. These consist of the eleven (or twelve with the inclusion of McMullen County) Area Judges, the Bexar County Judge, and the Mayor of San Antonio.
- G. Committee of Six: A committee made up of two representatives each from the City of San Antonio, Bexar County, and the Area Judges to represent them on issues relating to this Agreement.
- H. Fiscal Agent: The entity responsible and accountable for the management of all workforce development funds available to the AWDA. The Fiscal Agent is AWDB.
- I. Grant Recipient: The entity designated to receive and disburse all workforce development funds allocated or otherwise made available to the AWDA. The Grant Recipient is AWDB.
- J. Local Plan: The AWDA plan required by the Texas Workforce Commission for delivery of workforce services as required by State and/or Federal law.

## II. PURPOSE

This Agreement establishes the authority, roles, and responsibilities of the CEOs and AWDB with regard to workforce development and related issues.

### III. TERM

This Agreement shall commence when the last signature is affixed hereto and shall continue until terminated in accordance with this paragraph. This Agreement may be terminated without cause on June 30 of any year by any CEO with six months prior written notice to AWDB and the other CEOs. This termination right supersedes the obligation of the CEOs to pursue dispute resolution in Article XV below.

### IV. RESPONSIBILITIES OF CHIEF ELECTED OFFICIALS

- A. The Chief Elected Officials designate the AWDB as the Grant Recipient and Administrative Entity and may designate the fiscal agent for categorical and block grant workforce development funding made available to the AWDB.
- B. An Interlocal Agreement between the Chief Elected Officials establishes a Committee of 6 which includes the Chief Elected Officials or their designee of the City of San Antonio, Bexar County, and the Area Judges,. All official actions or requirements of the Chief Elected Officials in this agreement will be carried out by unanimous consent.
- C. The Committee of 6 shall fulfill those responsibilities required by applicable federal and state statutes, rules, policies, and procedures and agreed to in the Interlocal Agreement.
- D. The Committee of 6 shall review and comment upon the Local Plan and annual budget including any major modifications. Each member of the Committee of 6 will have their respective bodies approve the Local Plan and annual budget in a timely manner, according to State regulations and timelines.

### V. RESPONSIBILITIES OF THE ALAMO WORKFORCE DEVELOPMENT BOARD

- A. Workforce development activities within the AWDA shall be overseen by the AWDB. Membership of the AWDB shall comply with State and Federal law.
- B. The responsibilities of AWDB include but are not limited to:
  - 1. Select and hire a Chief Executive Officer;
  - 2. Provide one position to provide staff support to the Committee of 6;
  - 3. Prepare the Local Plan required by applicable federal and state laws, rules and policies;

4. Provide policy guidance pertaining to the delivery of workforce development services;
4. Promote the cooperation, coordination, and leveraging of resources among public organizations, community organizations and private businesses involved in workforce development activities;
5. Procure and maintain assets, including but not limited to, office space, equipment, and expendable supplies necessary for operations;
6. Assist in soliciting nominations for AWDB membership;
7. Contract all services described in the Local Plan.
8. Facilitate input from the Committee of 6 staff on the budget and Local Plan in a timely manner prior to approval by the AWDB;
9. Direct program planning and budgeting and provide technical assistance;
10. Monitor and evaluate all contract services;
11. Ensure compliance with reporting requirements;
12. Develop local procedures and/or implement any state procedures to prevent misuse of funds by subcontractors, sub-grantees, and other recipients;
13. Audit funds required under law, to include the preparation of a United States Office of Management and Super Circular audit with management letter and responses, resolve any questions arising from said audits, and report all results of the audit to the Committee of 6 along with the Single Audit, management letter and responses;
14. Take action against subcontractors, sub-grantees, and other recipients to eliminate any abuses in their program and ensure that systems are serving eligible applicants in the eligible population;
15. Develop procedures for collection of any monies or funds from subcontractors, sub-grantees, and other recipients resulting from an audit disallowance as determined by state or federal agencies;
16. Approve all contracts in excess of amounts established by AWDB policy and resolution;
17. Any and all additional responsibilities required by AWDB and the Committee of 6; and
18. Removal of board members who are not in compliance with AWDB policy.

G. The AWDB shall remain incorporated as a non-profit corporation.

H. AWDB may provide programmatic services only if a waiver is first approved by the Committee of 6 and the Texas Workforce Commission. The Cities and Counties are not barred from providing programmatic services.

I. AWDB shall arrange for the annual monitoring and independent auditing of all

funds and shall resolve any disallowed costs questions to the extent possible. The Committee of 6 shall receive copies of all monitoring reports, independent audits and any legal actions brought against the AWDB and shall also receive status reports concerning the resolution of any monitoring or audit findings or legal actions.

- J. AWDB shall be responsible for obtaining input from and shall regularly inform the Committee of 6 on workforce development issues through quarterly written reports and/or presentations including regular briefing meetings with Committee of 6 staff.
- K. An AWDB member shall notify the Committee of 6 when that member has a change in residency outside the AWDA or changes employment to the extent that he or she do not represent the category that he or she were appointed to represent.
- L. AWDB shall maintain both liability insurance coverage, and a fidelity bond in sufficient amounts and other insurances in coverage amounts as applicable to state and federal regulations.

#### VI. RESPONSIBILITIES SHARED BY CEOs AND AWDB

- A. Review and Approval of the Local Plan. In consultation with the Committee of 6 staff, the AWDB will engage in a collaborative planning process that provides input by the Committee of 6 or their staff for a review and update of the Local Plan. The Local Plan and any modifications shall be developed by the AWDB in accordance with guidelines issued by the Texas Workforce Commission (TWC) and goals and objectives established by the Texas Workforce Investment Council. The Committee of 6 and their respective bodies shall review, comment upon and approve the Local Plan in accordance with Article IV (D) and within TWC timelines.
- B. Approval of AWDB's Annual Budget. AWDB shall develop an annual budget including all revenues and expenditures, and the Committee of 6 and their respective bodies shall review, comment upon and approve AWDB's budget and any modifications thereto, to the extent required by federal and state legislation, rules, policies or procedures.
- C. Approval of the AWDB Chief Executive Officer
  - 1. Prior to AWDB's initiation of a selection process, AWDB shall send a written notice to the CEO's describing the selection process and inviting the CEOs or their

designated representative to participate in the selection process for an Chief Executive Officer.

2. The AWDB shall solicit input/comment from the CEOs, or their designees, for the AWDBs use in evaluating the performance of the Chief Executive Officer.

## VII. RESOURCE ALLOCATION

- A. All resource allocations within the AWDA shall, to the extent possible and practical and considering need, be based upon the federal and state formulas used to allocate funds to the AWDA.
- B. The AWDB shall establish a sufficient number of career centers within the AWDA to effectively carry out the intent of the above resource allocation paragraph.

## VIII. INSURANCE AND LIABILITY

- A. AWDB shall maintain the required insurance (including the bond) during the term of this Agreement in accordance with the following:
  - 1. Under this Agreement, AWDB shall furnish a completed Certificates of Insurance to the Committee of 6, which shall be completed by an agent authorized to bind the named underwriter(s) and their company to the coverage, limits, and termination provisions shown thereon, and which shall furnish and contain all required information referenced or indicated thereon. The CEOs shall have no liability to pay or perform under this Agreement until such certificates are delivered and no CEO shall have the authority to waive this requirement.
  - 2. During the effective period of this Agreement, any increase in risk as defined by insurance provider and contractual obligations or increase in funds administered by AWDB will require AWDB to increase its insurance coverage.
  - 3. AWDB's financial integrity is of interest to the CEOs therefore, subject to AWDB's right to maintain reasonable deductibles, AWDB shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at AWDB's sole expense, insurance coverage written on an occurrence or claim made basis, by companies authorized and admitted to do business in the State of Texas and rated A or better by

A.M. Best Company and/or otherwise acceptable to the Committee of 6, in the types of amounts shown as Attachment "C".

4. The Committee of 6 shall be entitled, upon request and without expense, to receive copies of the policies and all endorsements thereto as they apply to the limits required by the, and may make a reasonable request for deletion, revision, or modification of particular policy terms conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Upon such request by the Committee of 6, the AWDB shall exercise reasonable efforts to accomplish such changes in policy coverage, and shall pay the cost thereof.
5. AWDB agrees that with respect to the required insurance, all insurance contracts and Certificate(s) of Insurance will contain the following required provisions:
  - a. Name the City of San Antonio, Bexar County and the Area Judges or their designated representatives as additional insured as respects operations and activities of, or on behalf of, the named insured performed under contract with the City of San Antonio, Bexar County and the Area Judges, with the exception of worker's compensation and professional liability policies;
  - b. Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio, Bexar County, or Area Judges where the City of San Antonio, Bexar County, or Area Judges are additional insured shown on the policy;
  - c. Workers' compensation and employers' liability policy will provide a waiver of subrogation in favor of the City of San Antonio, Bexar County and the Area Judges.
6. AWDB shall notify the Committee of 6 in the event of any notice of cancellation, non-renewal or material change in coverage and shall give such notices not less than thirty days prior to the change, or ten days notice for cancellation due to the non-payment of premiums, which notice must be accompanied by a replacement Certificate of Insurance.
7. If AWDB fails to maintain the aforementioned insurance, or fails to secure and maintain the aforementioned endorsements, the City of San Antonio, Bexar County, and Area Judges may obtain such insurance, and AWDB, upon request of the City of San Antonio, Bexar County or Area Judges,

shall reimburse the City of San Antonio, Bexar County or Area Judges for any and all reasonable costs incurred in obtaining such insurance; however, this is an alternative to other remedies the City of San Antonio, Bexar County or Area Judges may have and is not the exclusive remedy for failure of AWDB to maintain said insurance or secure such endorsements. In addition to any other remedies the City of San Antonio, Bexar County, or Area Judges may have, upon AWDB's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City of San Antonio, Bexar County, or Area Judges shall have the right to exercise any powers they may have in terminating the existence of the AWDB. Nothing herein contained shall be construed as limiting in any way the extent to which AWDB may be held responsible for payments of damages to persons or property resulting from AWDB's or its subcontractors' performance of the work covered under this Agreement.

B. Pursuant to this Agreement, to the extent possible and allowed by law, and to the extent that the purpose and the operation of the AWDB, programs are not substantially harmed, all liabilities and costs, disallowed costs, settlements, fines and judgments arising from or incurred by the City of San Antonio, Bexar County and Area Judges, for claims in excess of insurance limits and uninsured claims, related to the activities of AWDB shall be covered in the following manner:

1. At the discretion of the City of San Antonio, Bexar County and the Area Judges, said claims will be defended by their respective legal counsels. AWDB will reimburse the City of San Antonio, Bexar County and the Area Judges for all attorneys' fees, whether staff attorneys or contract attorneys, and associated legal costs, disallowed costs, settlements, fines and judgments;
2. As specified in VIII (B) above, disallowed costs shall be paid by the service provider(s) incurring the liability, then from the available insurance carrier or surety; and then from AWDB funds, any stand-in costs, or other funding sources.

C. 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 shall be covered as follows:

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

2. Recover funds from an insurance carrier or bond issuer;
3. To the extent allowed by law, cover liabilities from available AWDB funds;  
and
4. To the extent liability arises for the repayment of Grant Funds which exceeds the priority established in this Section VIII, Paragraph C, 1-3, liability for repayment of Grant Funds shall be apportioned as follows:

- a. 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;

- b. 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;

- c. 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.

## IX. ENTIRE AGREEMENT

This Agreement represents the entire agreement by the parties. Any supplemental agreements or amendments must be evidenced in writing, and approved and executed in the same manner as this Agreement.

## X. 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.

XI. CERTIFICATION

By adopting this Agreement, the parties also accept, and agree to the state required certification appended to this Agreement as Attachment “D” and incorporated herein by reference.

XII. ASSIGNMENT

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

XIII. NO OTHER OBLIGATIONS CREATED

By entering into this Agreement, the parties 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.

XIV. IMMUNITY

It is expressly understood and agreed that in the execution of this Agreement, the parties 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.

XV. DISPUTES

Any disputes between or among the Principals and/or the AWDB 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 Bexar County Dispute Resolution Center shall assign the mediator.

XVI. PRE-EMPTION

To the extent allowed by federal and state rules and regulations, all bylaws, rules, regulation, policies, and procedures adopted by AWDB shall be consistent with this Agreement. In the event any such action causes irreconcilable conflict with this agreement then this agreement binds and controls.

XVII. NOTICE

All notices required or permitted hereunder shall be in writing and shall be given to the following and addressed as follows:

**City of San Antonio CEO:**

Mayor, City of San Antonio  
P. O. Box 839966  
San Antonio, TX 78283-3966

**with a copy to:**

City Clerk, City of San Antonio  
P. O. Box 839966  
San Antonio, TX 78283-3966

Director of Economic Development  
P. O. Box 839966  
San Antonio, TX 78283-3966

**Bexar County CEO:**

County Judge, Bexar County  
Bexar County Courthouse  
San Antonio, TX 78205

**with a copy to:**

Economic Development Department  
Bexar County  
101 West Nueva Street, Suite 944  
San Antonio, Texas 78205

**Area Judges:**

Chair Area Judges  
8700 Tesoro Drive, Suite 700  
San Antonio, TX 78217

**with a copy to:**

Vice-Chair Area Judges  
8700 Tesoro Drive, Suite 700  
San Antonio, TX 78217

**If to AWD, send notices to:**

Board Chair  
Alamo Workforce Development, Inc.  
115 E. Travis St., Suite 220  
San Antonio, TX 78205

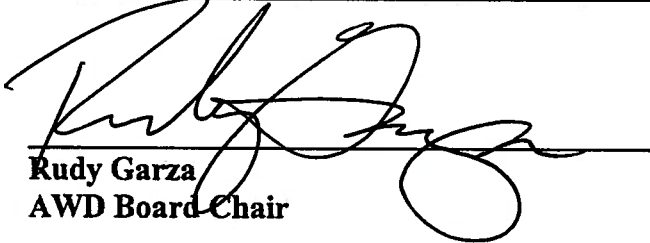
**with a copy to:**

Executive Director  
Alamo Workforce Development Inc.  
115 E. Travis St., Suite 220  
San Antonio, TX 78205

XVIII. AUTHORITY

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

**FOR THE ALAMO WORKFORCE DEVELOPMENT BOARD:**

  
Rudy Garza  
AWD Board Chair

Date 12/15/16

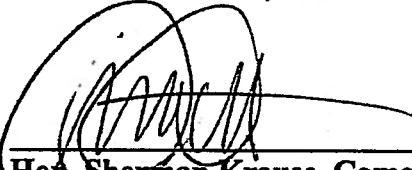
**FOR THE CHIEF ELECTED OFFICIALS**

  
Hon. Ivy Taylor Mayor, City of San Antonio

Date 12/15/16

\_\_\_\_\_  
Hon. Nelson Wolff, Bexar County Judge

\_\_\_\_\_  
Date

  
Hon. Sherman Krause, Comal County Judge  
Chair, Area Judges

OCT. 26, 2016  
Date

ATTACHMENT A – Interlocal Agreement

ATTACHMENT B – Conflict of Interest Disclosure and Declaration Policy

ATTACHMENT C – Insurance Coverage

ATTACHMENT D – State Required Certification

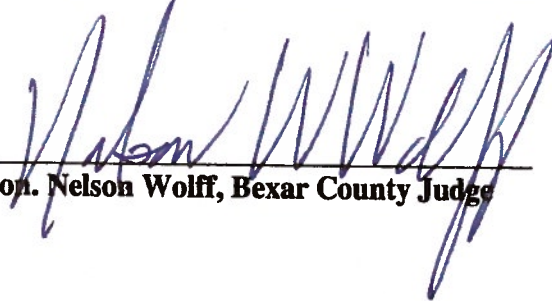
Adopted by:  
Bexar County Commissioners Court —  
City of San Antonio City Council —  
AWD Board of Directors —  
Area Judges —

**AWD Board Chair**

**FOR THE CHIEF ELECTED OFFICIALS**

\_\_\_\_\_  
**Hon. Ivy Taylor Mayor, City of San Antonio**

\_\_\_\_\_  
**Date**

  
\_\_\_\_\_  
**Hon. Nelson Wolff, Bexar County Judge**

\_\_\_\_\_  
11/15/2016  
**Date**

\_\_\_\_\_  
**Hon. Richard Evans, Bandera County Judge  
Chair, Area Judges**

\_\_\_\_\_  
**Date**

ATTACHMENT A – Interlocal Agreement

ATTACHMENT B – Conflict of Interest Disclosure and Declaration Policy

ATTACHMENT C – Insurance Coverage

ATTACHMENT D – State Required Certification

Adopted by:  
Bexar County Commissioners Court —  
City of San Antonio City Council —  
AWD Board of Directors —  
Area Judges —

## WSA Interlocal / Partnership Agreement

<b>Issue: Committee of 6 Structure</b>			
<b>Current</b>	<b>State/Fed Requirement</b>	<b>Alternative</b>	<b>Staff Recommendation</b>
2 representatives from COSA, Bexar County, and Area Judges respectively	All Chief Elected Officials (CEO) in workforce area shall execute interlocal agreement to determine: <ul style="list-style-type: none"> <li>• Lead CEO</li> <li>• Size of Board</li> <li>• Appointment process for Board Members</li> <li>• How to share resources</li> </ul>	No alternative. Co6 decided to keep same structure	

<b>Issue: WSA Board Appointments</b>			
<b>Current</b>	<b>State/Fed Requirement</b>	<b>Alternatives</b>	<b>Staff Recommendation</b>
Interviewed and recommended by Co6, appointed by Council, Commissioners' Court, etc.	Agreement by CEO's as defined in interlocal agreement	Board candidates interviewed & appointed by Committee of 6 directly (no full Council)	<b>Accept Alternative</b>

<b>Issue: Budget</b>			
<b>Current</b>	<b>State/Fed Requirement</b>	<b>Alternatives</b>	<b>Staff Recommendation</b>
Budget reviewed and approved by Principals (full body incl. City Council) and WSA Board	Approval by the Board (no requirement for approval by CEOs)	Budget reviewed and approved by WSA Board, Committee of 6 and full political bodies	<b>Accept Alternative</b>

<b>Issue: Local Plan</b>			
<b>Current</b>	<b>State/Fed Requirement</b>	<b>Alternatives</b>	<b>Staff Recommendation</b>
Local Plan reviewed and approved by Principals (full body incl. City Council) and WSA Board	Develop partnership agreement with Board (WSA) to define process for the strategic and operational plans	Local Plan reviewed and approved (when required by the state) by WSA Board, Committee of 6 and full political bodies	<b>Accept Alternative</b>

## WSA Interlocal / Partnership Agreement

<b>Issue: RFP for Major Service Provider</b>			
<b>Current</b>	<b>State/Fed Requirement</b>	<b>Alternatives</b>	<b>Staff Recommendation</b>
WSA to send written notice to Principals of Major Service Provider RFP with timeline. Principals see draft RFP 2 weeks prior to release.	Approval by the Board (no requirement for approval by CEOs)	Leave to Board – stipulating it aligns with the Plan	<b>Accept Alternative</b>

<b>Issue: Approval of AWDB Executive Director</b>			
<b>Current</b>	<b>State/Fed Requirement</b>	<b>Alternatives</b>	<b>Staff Recommendation</b>
Principals or designee invited to participate in the selection process for an ED	Approval by the Board (no requirement for approval by CEOs)	CEO or designee on selection process / Board shall solicit information from CEOs on evaluating performance of ED	<b>Accept Alternative</b>

<b>Issue: Term Limits</b>			
<b>Current</b>	<b>State/Fed Requirement</b>	<b>Alternatives</b>	<b>Staff Recommendation</b>
Terms of 3 years limited to 2 terms; 6 years total	Staggered Terms	No Term Limits	<b>Accept Alternative – be diligent in reappointments</b>