LOH
5/01/14
Item No. 14

AN ORDINANCE 2014-05-01-0283

APPROVING THE THIRD AMENDMENT TO THE WSA PARTNERSHIP AGREEMENT; AND APPROVING AN APPOINTMENT TO THE WSA BOARD OF DIRECTORS.

* * * * *

WHEREAS, the City of San Antonio, Bexar County and 11 other area counties (collectively referred to as the "Principals") are parties to an Interlocal Agreement with Alamo Workforce Development, Inc. (now known as Workforce Solutions Alamo, or "WSA:") through the Chief Elected Officials (the "CEOs"), whereby they oversee the appointment of board members, planning, budgeting, administration and execution of WSA programs in the WSA Service Area; and

WHEREAS, in 1996, state and federal law required the CEOs to enter into a Partnership Agreement with WSA to set forth the respective roles, responsibilities, relationships and function of each party for the WSA Service Area; and

WHEREAS, the CEOs have established a "Committee of Six" to carry out some of their duties and responsibilities, which include recommending to the Principals the appointment of members to the WSA Board; and

WHEREAS, in 1998 and 2003, the CEOs and WSA entered into the First and Second Amendments to the Partnership Agreement and now, the WSA Board has approved the Third Amendment which has been recommended for approval by the Committee of Six to the Principals; and

WHEREAS, the Third Amendment to the Partnership Agreement resolves a perceived conflict of interest concerning procurements issued by WSA for which a Principal intends to bid; and

WHEREAS, on March 28, 2014, the Committee of Six conducted interviews and recommended T.J. Haygood to serve on the WSA Board of Directors, Place 3, Business, for consideration and approval by City Council and the other Principals; **NOW THEREFORE:**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. City Council approves the Third Amendment to the Partnership Agreement (the "Third Amendment") between the Chief Elected Officials and the Alamo Workforce Development, Inc. (now known as Workforce Solutions Alamo, or "WSA"), a copy of which is included as **ATTACHMENT I**.

SECTION 2. City Council further approves the appointment of T.J. Haygood to the WSA Board of Directors, Place 3 (Business) for an unexpired term beginning May 13, 2014 and ending December 31, 2014.

SECTION 3. Pursuant to federal and state law, and the approval granted in Section 1 above, the Mayor, as the Chief CEO for the WSA Service Area, is authorized to sign the Third Amendment approved in Section 1 above, as well as the Local Workforce Development Board Appointment form required by the Texas Workforce Commission prior to certification of board members to the WSA, included as **ATTACHMENT II.**

SECTION 4. This Ordinance shall be effective immediately upon the receipt of at least eight affirmative votes, or on the 10th day after passage if less than eight affirmative votes are received.

PASSED AND APPROVED this 1st day of May, 2014.

M A Y O R
Julián Castro

ATTEST:

Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:

Robert F. Greenblum, City Attorney

Agenda Item:	**14 (in consent vote: 4, 5, 6, 8, 9, 11, 12, 13, 14, 15, 16, 17, 18, 21, 21A, 21B)**
Date:	05/01/2014
Time:	09:27:33 AM
Vote Type:	Motion to Approve
Description:	An Ordinance approving the Third Amendment to the WSA Partnership Agreement; and approving an appointment to the WSA Board of Directors. [Carlos Contreras, Assistant City Manager; Rene Dominguez, Director, Economic Development]
Result:	Passed

Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Julián Castro	Mayor	x					
Diego Bernal	District 1		x				
Ivy R. Taylor	District 2		x				
Rebecca Viagran	District 3		x				
Rey Saldaña	District 4		x				
Shirley Gonzales	District 5		x				
Ray Lopez	District 6		x				x
Cris Medina	District 7		x				
Ron Nirenberg	District 8		x			x	
Joe Krier	District 9		x				
Michael Gallagher	District 10		x				

ATTACHMENT I

THIRD AMENDED PARTNERSHIP AGREEMENT
BETWEEN
THE CHIEF ELECTED OFFICIALS
AND
THE ALAMO WORKFORCE DEVELOPMENT, INC.

This Third 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 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 and 2012; 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.

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.

D. Alamo Workforce Development Board or AWDB: The local workforce development board appointed by the Principals, 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 chief elected officials of the AWDA. These consist of the eleven Area Judges, the Bexar County Judge, and the Mayor of San Antonio.

G. Committee of Six: A committee made up of two representatives from each of the Principals 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. Major Service Provider: An entity contracted for services in excess of $500,000.

K. Partners: The City of San Antonio, Bexar County, the Area Judges, and the AWDB.

L. Local Plan: The AWDA Strategic/Operation Local Plan for delivery of workforce services as required by State and/or Federal law.

M. Principals: The City of San Antonio, Bexar County, and the Area Judges.

II. PURPOSE

This Agreement establishes the authority, roles, and responsibilities of the Principals 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 Partner with six months prior written notice to AWDB and the other Partners. This termination right supersedes the obligation of the Partners to pursue dispute resolution in Article XV below.

IV. RESPONSIBILITIES OF PRINCIPALS

A. The Principals shall fulfill those responsibilities required by applicable federal and state statutes, rules, policies, and procedures.

B. The Principals' responsibilities shall include, but not be limited to, the following:

1. Nominate and appoint AWDB members in accordance with the process delineated below and perform all functions required by applicable federal and state statutes, policies, and procedures. The Principals and Committee of Six may interview and otherwise screen prospective AWDB members. The Committee of Six will reach consensus upon a single slate of nominees recommended for appointment to the AWDB. Each of the three Principals will follow their respective appointment process. No AWDB appointment shall be official until approved by each of the Principals.

2. Resolve appeals of AWDB member removal actions.

3. Annually review, comment upon and approve in a timely manner the Local Plan, including any major modifications. The review and approval process shall follow these steps:
   a. Review, comment and approval by each Principal.
   b. Review and approval by AWDB.
   c. Final review and approval by Committee of Six.

4. Adopt policies defining the scope, timing, and process for the review and approval functions listed in this Agreement.

5. Set the size of the AWDB in accordance with applicable statutes and regulations.

C. All Principal actions under this Agreement shall be by consensus. Any one of the three Principals may cause an appointment or other actions covered by this Agreement to be held in abeyance by voting against that appointment or action. Resolution of disputed actions shall be governed under the Interlocal Agreement

D. The Principals shall appoint a Committee of Six and vest them with any authority the Principals have under this Agreement. The Principals may appoint alternate(s) from their respective governmental units (Bexar County Commissioners Court, City of San Antonio City Council, or the Area Judges Commissioners Courts)

E. The Committee of Six shall meet at least annually and at such other times as is necessary to ensure the implementation of this Agreement. Meetings may be called by any one of the Principals.

F. The AWDA's Lead Chief Elected Official (Lead CEO) shall be selected by the Committee of Six at their annual meeting. The Committee of Six shall develop policies and procedures to authorize the Lead CEO to sign documents or otherwise take action.

V. RESPONSIBILITIES OF THE WORKFORCE DEVELOPMENT BOARD

A. Workforce development activities within the AWDA shall be overseen by the AWDB, which will include, but not be limited to, representatives from:

1. Vocational Rehabilitation;
2. Economic Development;
3. Organized Labor;
4. Community-Based Organizations;
5. Secondary Education;
6. Post-Secondary Education (Including Adult And Continuing Education);
7. The Public Employment Service;
8. Public Assistance;
9. Local Literacy Council;
10. Private-For-Profit Business;
11. Federal Government;
12. Child Care;
13. Higher Education; and
14. Veterans.

The majority of the AWDB members, including the AWDB chair, shall be

representatives from the private sector. Any representation requirements added by state or federal statutes, rules or regulations shall also be included.

B. Each Principal or its designated representative shall be an ex-officio, non voting member of AWDB and may attend any board meeting or activity.

C. AWDB procedures will include final appeal to and right of removal of board members by the Principals.

D. AWDB appointees shall be limited to two full consecutive terms of three years each.

E. AWDB vacancies shall be filled by the Principals in accordance with the procedures for initial appointments. Vacancies occurring prior to the end of a given term shall be refilled for the remainder of that term.

F. The responsibilities of AWDB include but are not limited to:

1. Select and hire an executive director;
2. Fund one FTE position to provide staff support to the Committee of Six subject to the availability of funding;
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;
5. Promote the cooperation, coordination, and leveraging of resources among public organizations, community organizations and private businesses involved in workforce development activities;
6. Procure and maintain assets, including but not limited to, office space, equipment, and expendable supplies necessary for operations;
7. Assist in soliciting nominations for AWDB membership;
8. Contract all services described in the Local Plan, including one-stop career development center management;
9. Facilitate input from the Principals' staff in a timely manner prior to approval by the AWDB;
10. Direct program planning and budgeting and provide technical assistance and office management;
11. Monitor and evaluate all contract services, including career center operations;
12. Ensure compliance with standardized management information system reporting requirements and oversee in-house data collection;
13. Develop local procedures and/or implement any state procedures to prevent

misuse of funds by subcontractors, sub-grantees, and other recipients;

14. Audit funds required under legislation, to include the preparation of a United States Office of Management and Budget Circular A-133 audit with management letter and responses, resolve any questions arising from said audits, and report all results of the audit to the Principals along with the A-133 Audit, management letter and responses;
15. 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;
16. 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;
17. Approve all contracts in excess of amounts established by AWDB policy and resolution; and
18. Any and all additional responsibilities required by AWDB and the Principals.

G. The local workforce development board shall remain incorporated as a non-profit corporation.

H. AWDB may provide programmatic services only if a waiver is first approved by the Principals and then obtained from the Texas Workforce Commission. The Principals 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 Six 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 Six on workforce development issues through quarterly written reports and/or presentations including regular briefing meetings with Committee of Six staff.

K. An AWDB member shall notify the Committee of Six when that member has a change in residency outside the AWDA or changes employment to the extent that they do not represent the category that they 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 PRINCIPALS AND AWDB

A. Annual Review and Approval of the Local Plan. In consultation with the Principal's staff, the AWDB will engage in a collaborative planning process that provides input by the Committee of Six for an annual 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 and goals and objectives established by the Texas Council for Workforce and Economic Competitiveness. The Principals shall review, comment upon and approve the Local Plan in accordance with Article IV (B) (3) no later than December 31st of each year. The AWDB shall not expend any unobligated funds on any new Major Service Provider Contracts until the Committee of Six has reviewed and recommended approval of the Local Plan.

B. Approval of AWDB's Annual Budget. AWDB shall develop an annual budget including all revenues and expenditures, and the Principals 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. Review of Major Service Provider Contracts, Including But Not Limited to Adult, Youth, Child Care, and Workforce Center Contracts for Consistency with the Local Plan.

1. No later than ten (10) days after AWDB' s approval of the initiation of a procurement process for a Major Service Provider, AWDB shall send a written notice to the Principals informing them of the proposed schedule for the procurement process; provided, however, if a Principal either, directly or indirectly through an affiliate, or other related entity intends to submit a response to the procurement for a Major Service Provider contract, then neither the Principal nor its officials, employees and representatives shall be involved in the review process outlined in Article VI subsection C of this Agreement including the advance notification or provision of copies of the RFP (as hereafter defined) or award of such contract in accordance with federal laws and regulations prohibiting conflicts of interest, including but not limited to 29 C.F.R. 97.36 which states that:

> ...No employee, officer or agent of the grantee or sub-grantee shall participate in selection, or in the award or

administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

(i) The employee, officer or agent,
(ii) Any member of his immediate family,
(iii) His or her partner, or
(iv) An organization which employs, or is about to employ any of the above, has a financial or other interest in the firm selected for award.

2. At least two weeks in advance of the release of the Request for Proposal for a Major Service Provider Contract (RFP), the AWDB shall provide a copy of the draft RFP to the Principals and invite the Principals to comment on the proposed RFP for the sole purpose of ensuring consistency of the RFP with the Local Plan. The Principals shall maintain the confidentiality of the draft RFP and shall not make public the draft RFP.

3. At least two weeks in advance of scheduled action by the AWDB to approve the selection of major service providers, the AWDB shall inform the Principals in writing of the results and recommendations of the procurement process including the proposal scoring. If any Principal not submitting a response to the RFP under the procurement process has any concerns that the selection of a Major Service Provider is not consistent with the Local Plan, the Principal shall provide written notice to AWDB. AWDB shall respond to the Principal in writing before the contract is executed.

4. Promptly and no later than ten (10) days after action by the AWDB to approve the selection of Major Service Providers, the AWDB shall notify the Principals in writing of the results of the procurement process and the names of the Major Service Providers selected by the AWDB.

5. The AWDB shall inform the Principals in writing on a monthly basis of the performance of Major Service Providers, including contracted measures and compliance monitoring. Reports shall include the numbers of persons served by county and by program.

D. Approval of the AWDB Executive Director.

1. Prior to AWDB' s initiation of a selection process, AWDB shall send a written notice to the Principals describing the selection process and inviting the

Principals or their designated representatives to participate in the selection process for an Executive Director.

2. The AWDB shall inform the Principals in writing regarding any decisions that are being considered and/or recommended for the selection of an Executive Director.

3. At least two weeks in advance of scheduled action by the AWDB to approve the selection of an Executive Director, the AWDB shall inform the Principals in writing of the results and recommendations of the selection process, to include the evaluations.

4. Prior to the date of scheduled action by the AWDB to approve the selection of an Executive Director, the Principals shall submit their comments in writing to the AWDB concerning AWDB's results and recommendations of the selection of an Executive Director. If any or all of the Principals have questions or issues regarding the selection of an Executive Director which cannot be resolved by the date of scheduled action by the AWDB to approve the selection of an Executive Director, the Principal(s) having such questions or issues shall send a written notice of same to the AWDB prior to said date. In that event, AWDB shall postpone its approval of the selection of an Executive Director until AWDB provides additional information to the Principal(s) and the matter is satisfactorily resolved between AWDB and the majority of the members of the Committee of Six.

5. If at any time the Principals determine that the AWDB has failed to comply with Article VI (D) of this Agreement, the Principals may mandate a re-initiation of the search/selection process.

6. The AWDB shall solicit input/comment from the Principals for the AWDB's use in evaluating the performance of the Executive Director.

7. If at any time the Principals have significant and/or ongoing problems in their working relationship with AWDB's Executive Director that cannot or have not been resolved, Principals shall contact the Board Chair to arrange a meeting and attempt to resolve such problems

E. Removal of AWDB members

Either the Principals or AWDB may initiate removal of AWDB members for any of the following reasons:

a. Impermissible conflict of interest including but not limited to noncompliance with the Conflict of Interest Disclosure and Declaration policy, including future additions and amendments, included in this Agreement as Attachment B;
b. Conduct in violation of federal, state or local statutes, rules, policies, procedures, or grant agreements;
c. Violation of procurement policies or procedures;
d. Poor attendance (75% attendance at regular Board meetings required — as defined in the AWDB Attendance Policy);
e. Change in residency outside of the AWDA or change in employment to the extent that they do not represent the category that they were appointed to represent;
f. Failure to comply with this Agreement or AWDB bylaws, policies or decisions;
g. Moral- turpitude;
h. Ceasing representation in the category they were appointed to represent; or
i. Any other reason allowed by federal or state statutes, regulations, policies and procedures.

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 Principals, 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 Principals shall have no liability to pay or perform under this Agreement until such certificates are delivered and no principal 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 Principals 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 Principals, in the types of amounts shown as Attachment "D".

4. The Principals 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 Principals, 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 Principals, 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 Principals or their designated representatives as additional insureds as respects operations and activities of, or on behalf of, the named insured performed under contract with the Principals, 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 Principals where the Principals are additional insureds shown on the policy;
   c. Workers' compensation and employers' liability policy will provide a waiver of subrogation in favor of the Principals..

6. AWDB shall notify the Principals 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 principals may obtain such insurance, and AWDB, upon request of the Principals, shall reimburse the Principals for any and all reasonable costs incurred in obtaining such insurance; however, this is an alternative to other remedies the principals 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 Principals 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 Principals shall have the right to exercise any powers they may have in terminating the existence of the AWDB or the service delivery area. 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 Principals, 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 Principals' discretion, said claims will be defended by their respective legal counsels. AWDB will reimburse the Principals 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. The Interlocal Agreement addresses the apportionment of liability among the Principals.

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 the Interlocal Agreement and attached hereto and incorporated herein as Attachment "A."

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:

Executive Director
Bexar County
Dept. of Community Resources
233 N. Pecos, Suite 590
San Antonio, TX 78207

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

B. 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:

_____ _____

Susan J. Monahan **Date**
AWD Board Chair

FOR THE CHIEF ELECTED OFFICIALS

_____ _____

Hon. Julian Castro Mayor, City of San Antonio **Date**

_____ _____

Hon. Nelson Wolff, Bexar County Judge **Date**

_____ _____

Hon. _____County Judge **Date**
Chair, Area Judges

Adopted by:
Bexar County Commissioners Court — _____, 2014 City of San Antonio City Council — _____, 2014AWD Board of Directors — _____ 2014
Area Judges — _____, 2014

ATTACHMENT II

H-400: Board Appointments

LOCAL WORKFORCE DEVELOPMENT BOARD APPOINTMENTS

NAME	CATEGORY REPRESENTED	TERM MONTH/DAY/YEAR THRU MONTH/DAY/YEAR
Appointments (New)		
Therrall J. Haygood	*BUSINESS*	*05/13/2014 THRU 12/31/2014*
Reappointments		

AUTHORIZATION

HON. JULIAN CASTRO	*MAYOR, CITY OF SAN ANTONIO*	
Print/Type CEO Name	Print/Type CEO Title	
Alamo LWDA		*05/01/14*
Print/Type name of Workforce Area	CEO Signature	Date

Individuals may receive, review and correct information that TWC collects about the individual by emailing to open.records@twc.state.tx.us or writing to TWC Open Records, Rm 266, 101 East 15th St., Austin, TX 78778-0001.