

## **2025-2030 Partnership Agreement**

### **Agreement Setting Forth the Functions, Responsibilities, Roles and Relationships of the City of Austin, Travis County and WorkSource – Greater Austin Area Workforce Board dba Workforce Solutions Capital Area in Delivery of Workforce Development Services**

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THIS AGREEMENT is entered into by and between WorkSource – Greater Austin 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 Workforces Development Area (“AREA”); and

WHEREAS, the Texas Workforce and Economic Competitiveness Act, Texas Government Code Section 2308 et seq. (“ACT”) provided 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 Texas Government Code § 2308.253(g), 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WHEREAS, the Workforce Innovation and Opportunity Act of 2014 (P.L. 113-128), hereinafter referred to as “WIOA”, which repealed the Workforce Investment Act of 1998 (“WIA”), was enacted to strengthen the United States workforce system through innovation in, and alignment and improvement of employment, training and education programs in the United States and to promote Individual and national economic growth; and which makes available funding for economically disadvantaged adults and youth and dislocated workers employment and training services; and

WHEREAS, City, County, and Board entered into such agreement effective July 1, 2006 (“2006 Agreement”) ; and

WHEREAS, Commissioners Court of County may exempt personal and professional services from complying with the competitive procurement process under TEX. LOC. GOVT. 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, GOVT. 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 resident of the Area.

## 2.0 TERM OF AGREEMENT

- 2.1 Original Agreement (s). The Parties acknowledge and agree that this Agreement creates a new agreement between the Parties regarding workforce development activities in the Area under the Act.
- 2.2 Initial Term. This Agreement shall become effective August 1, 2025, when approved by the Chairperson of the Board and the Chief Elected Officials (“CEOs”) of the City and County, and shall remain in effect until July 31, 2030, unless and until modified or terminated in accordance with this Agreement.
- 2.3 Ratification. The Parties agree to ratify the provision of services under this Agreement from August 1, 2025, to the date of execution of this Agreement.
- 2.4 Renewal Term. Unless sooner modified or terminated in accordance with this Agreement, this Agreement shall automatically renew on August 1 of each year for additional one-year period(s) for up to four (4) additional one-year periods, or through July 31, 2030. 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 with 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 CEOs on 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 the 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 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 Recover 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 of bond insurer, if any;
    - (3) Third, recover any disallowed cost from available Board funds to the extent allowed by law.
- 3.2.5 Provide management and administration of publicly allocated workforce development activities granted to it, including monitoring, oversight and evaluation of activities and implementation of the Plan.
- 3.2.6 Create workforce development plans as required by state and federal policies. Copies of draft plans and budgets shall be represented to City and County no less than thirty (30) days prior to the final approval and implementation to allow City and County input.
- 3.2.7 Adopt, oversee and monitor the agency's budget.
- 3.2.8 Select, hire and evaluate a Chief Executive Official. Ensure that a committee or special subcommittee responsible for developing the process for the selection, selecting, hiring, and evaluating a Chief Executive Official includes equal representation from City and County-appointed board members.
- 3.2.9 Promote coordination among public organizations, community organizations, and private businesses providing workforce development services or with the potential to provide those services.
- 3.2.10 Solicit input and participation from community residents, public organizations, community organizations and private businesses.
- 3.2.11 Ensure cross-agency collaboration, including with education, affordable housing, childcare, transportation and economic development.
- 3.2.12 Ensure equitable access to services, virtual and in-person, throughout Austin/Travis County within budget parameters.
- 3.2.13 At least every three (3) years, review regional demographic data to determine priority outreach populations in need of focused communication regarding access to workforce and childcare services.
- 3.2.14 Review and approve occupational skills training programs in demand in accordance with local and labor market information.

- 3.2.15 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 services, collect fees will be considered “program income” and returned to the agency to expand its mission.
- 3.2.16 Provide reports as may be reasonably requested by City or County, including, but not limited to, copies of all state monitoring reports, audit reports and annual reports.
- 3.2.17 Manage the procurement of 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.
- 3.2.18 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.
- 3.2.19 Discontinue any contract or program not meeting programmatic, performance, or regulatory standards. Timely notice of any such termination will be provided to City and County.
- 3.2.20 Cooperate with City and County to coordinate the design and/or implementation of employment and training programs with City and County. Such planning shall ensure that workforce development efforts of the City and County are coordinated with those of the Board to prevent duplication of services. To the extent feasible, align efforts across the City, County, and Board in a way that will enable coordination of services to avoid replication of services.
- 3.2.21 Carry out all activities and services in compliance with all applicable laws and regulations, including responsibilities as assigned in federal workforce funding that grants authority to a local board for workforce development.
- 3.2.22 Maintain a Management Information System concerning information related to the Board and the services and activities provided under this Agreement and as prescribed by the State of Texas. Further, adhere to all privacy and cybersecurity compliance rules as required under federal and state law.
- 3.2.23 Represent the Area in any meetings, conferences, negotiations, or other activities deemed appropriate for the proper administration of the workforce planning.
- 3.2.24 Provide the County and City with contracted performance reports as provided to the Board of Directors at regularly scheduled meetings, and provide additional reports as reasonably requested by the County and City.
- 3.2.25 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.
- 3.2.26 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, regulations relating to the privacy and confidentiality of all client information.

3.3 The Board acknowledges that as Grant Recipient/Fiscal Agent, it may act only at the direction of the CEOs on matters requiring CEO input, as defined by federal or state law, including budget approval and plan submission.

3.4 Insurance. The Board shall have and shall require all subcontractors and providers of services under this Agreement to have standard insurance sufficient to cover the needs of the Board/Subcontractor pursuant to applicable generally accepted business standards. The Board will also have and shall require all subcontractors to have insurance more than standard insurance coverage as required through specific grants and contracts.

3.5 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:

3.5.1 The Board will participate in an annual review by the Texas Workforce Commission (“TWC”) 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, if requested.

3.5.2 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 full Board of Directors.

3.5.3 The Board will provide contractors with technical assistance, as appropriate, on an ongoing basis and will develop and maintain a system of quality assurance reviews for all of the funding streams managed by the contractor.

3.5.4 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.

3.5.5 The Board will include CEO representatives in performance and compliance reviews upon request and shall promptly notify CEOs of any significant deficiencies or findings.

### 3.6 Continuity of Services

3.6.1 The Board will ensure that it has sufficient policies and infrastructure, including system backups and access to remote services, in order to ensure continuity of operations in the case of a disaster, pandemic, or economic downturn.

## 4.0 COUNTY and CITY

4.1 CEOs. As the Chief Elected Officials (“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. The CEOs may not select proxies in the fulfillment of their duties under this Agreement.

4.2 The CEOs shall jointly approve the designation and selection of the local workforce board, the grant recipient/fiscal agent, and the administrative entity, consistent with WIOA Section 107(d)(12)(B)(i) and TWC guidance.

4.3 Plan Approval. Subject to Section 6.1 City and County shall review and approve the Board's administratively required workforce plan and any modifications, as submitted by the Board. CEOs shall participate in the negotiation and approval of local performance accountability measures, including local performance targets, as required under WIOA Section 116(c).

4.4 Board Appointment. City and County shall appoint Board members up to the level of members set in the Board's Bylaws, and in accordance with the table below. This board appointment schedule supersedes any previous agreement, official or unofficial, between the County and City.

The Board shall consist of a minimum of twenty-five (25) and no more than thirty-four (34) members and may be increased or decreased from time to time by an amendment to the Board's Bylaws and this Agreement.

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*NOTE: Names below indicate current appointees as of July, 2025.*

*Dates indicate appointment term expiration dates.*

| <b>County Judge Appointment Schedule</b>                                  | <b>City Mayor Appointment Schedule</b>                              |
|---------------------------------------------------------------------------|---------------------------------------------------------------------|
| Private Sector / Mobility & Infrastructure (Jacob Calhoun 10/25)          | Private Sector / Mobility & Infrastructure (Karen Campbell 10/26)   |
| Private Sector / Professional Technical (Phil Walker – resigned)(10/25)   | Private Sector / Professional Technical (Darren Okruhlik )(10/25)   |
| Private Sector / Professional Technical (Melanie Flowers 10/26)           | Private Sector / Professional Technical (Emily Gupton)(10/26)       |
| Private Sector / Information Technology (Michelle Teakell 10/27)          | Private Sector / Information Technology (Dave Parks 10/26)          |
| Private Sector / Adv Manufacturing (Darren Lewis 10/25)                   | Private Sector / Adv Manufacturing (Michele Glaze 10/25)            |
| Private Sector / Healthcare (Andrea Neal 10/27)                           | Private Sector / Manufacturing (John Newman 10/26)                  |
| Private Sector / Healthcare (Tyler Yeoman 10/26)                          | Private Sector / Healthcare (Mark Sherry 10/27)                     |
| Private Sector / Construction (Bill Imhoff 10/27)                         | Private Sector / Construction (Phil Thoden 10/26)                   |
| Labor Representative (Leonard Aguilar 10/26)                              | Labor Representative (Joe Cooper 10/25)                             |
| Community Based Organization (Cathy McHorse 10/26)                        | Community Based Organization (Veronda Durden 10/26)                 |
| Community Based Organization (Greg Hartman 10/26)                         | Literacy Coalition / Educational Services (Lourdes Zuniga 10/26)    |
| Secondary Education / Educational Services (Arati Singh 10/27)            | Adult Basic Education / Educational Services (Garrett Groves 10/25) |
| Post-Secondary Education/Educational Services (Linda Jackson 10/25)       | Vocational Rehabilitation Services (Michael Marler 10/26)           |
| Public Administration (TWC Childcare Division: Allison Wilson 10/26)      | Labor (open)                                                        |
| Veterans Representative (Dr. Larry Wallace 10/28)                         | Labor (open)                                                        |
| Public Assistance(Travis County, Ross Stephens 10/28)                     | Economic Development (City of Austin, Anthony Segura 10/28)         |
| Childcare Workforce Representative (HB1615)/ CBO (Tamitha Blackmon 10/26) | Labor (open)                                                        |

4.5 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. CEOs will meet at least annually with the Board Executive Leadership to review strategic priorities, evaluate system performance, and address emerging workforce issues.

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

4.7 Access locations. City and County shall support, where feasible, the on-site access to workforce and childcare services at public City and County facilities if a need for those services in that geographic area is identified.

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

4.9 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 functions of administrative coordination regarding the assigned duties and responsibilities of this Agreement. Additional designees may be identified as deemed necessary.

5.2 Oversight. Board, City and County shall share oversight and workforce plan reviews.

### 5.3 Board

5.3.1 City and County shall be jointly responsible for the process of determining board membership and the Board will conduct 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 appointment of Board members serving as officers. The CEOs shall be responsible for filling all Board vacancy pursuant to this Agreement.

## 6.0 PROCEDURES FOR DEVELOPMENT AND IMPLEMENTATION OF WORKFORCE PLANS

6.1 Workforce Plan Development. 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, comprehensive workforce plan, as approved throughout the Agreement term(s), for the delivery of workforce development services that includes strategic and operational components as requested by federal rules, and any applicable laws, rules, regulations and policies, including those of the Texas Workforce Commission.



6.2 Hire Local Plan. It is understood by the Parties that the planning process may also include activities aimed at developing a Hire Local Plan which will be a document separate and distinct from the required, administrative workforce plan development.

6.3 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 provide procured services in accordance with all applicable laws and guidelines.

## 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 (P.L. 104-156), as implemented by the Uniform Guidance at 2 CFR Part 200, Subpart F. Each audit shall be conducted in accordance with generally accepted auditing standards, and shall comply with the rules, regulations and policies set forth by Texas Workforce Commission. The Board shall provide City and County with copies of all such audits and audit resolutions with 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 performance 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 audit 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 workforce plan in the area shall be in accordance with those prescribed by the Governor of the State of Texas, consistent with performance accountability indicators outlined in WIOA Section 116 and 20 CFR Part 677. 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.

8.2 The Board shall notify CEOs in writing within ten (10) business days of any performance deficiency notices or corrective action plans issued by TWC or United States Department of Labor ("DOL").

## 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 matter/disputes between the Parties to this Agreement and is in no way intended to benefit or otherwise affect any third person or entity, notwithstanding the fact that such third person or entity 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 PROVISION

### 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) Attachment A — 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

(ii) Attachment B – Workforce Solutions Capital Area Bylaws

(iii) Attachment C — 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 approval 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, 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, 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 [5.933] 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 rights 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 signature of the 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 Party shall be provided with a copy of the claim; and if known, 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 mission resulting in the misuse, misappropriation, misapplication, loss of theft of any funds provided for or through this Agreement, either directly or indirectly, or for damages 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 of 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 TWC and 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 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.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. 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 Andy Brown (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 Kirk Watson (or his successor in office)

Mayor, City of Austin

P.O. Box 1088

Austin, Texas 78767

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

WorkSource — Greater Austin Area Workforce Board

DbA Workforce Solutions Capital Area

9001 N IH 35, Suite 110E

Austin, Texas 78753

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. 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 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 performance under it.

## 17.0 CONFLICT OF INTEREST

17.1 The Board shall ensure that no person who is 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 has family or business ties, during his or her tenure for one (1) year thereafter.

17.2 Board Policy. The Board shall adopt a Conflict-of-Interest Policy that meets the intent of any Regulations or State rules. The Board shall ensure that CEOs are notified of any potential or perceived conflicts of interest related to Board membership, service providers, or procurement decisions, and will seek CEOs input in resolving such matters.

## 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 out 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 agreement to City/County.

## 19. 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

20.1 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.

## SIGNATURES

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

CITY OF AUSTIN

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

Kirk Watson, Mayor

TRAVIS COUNTY

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

Andy Brown, Judge

WORKFORCE SOLUTIONS CAPITAL AREA

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

Mark Sherry, Board Chair

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