

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 insureds 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 insureds 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

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

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:

with a copy to:

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

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

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:

with a copy to:

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

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

Area Judges:

with a copy to:

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

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

If to AWD, send notices to:

with a copy to:

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

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

Date

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

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 —

ATTACHMENT “A”

Interlocal Agreement

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

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

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

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

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

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

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

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

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

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

I. PURPOSE

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

ATTACHMENT “B”

Conflict of Interest Disclosure and Declaration Policy



WORKFORCE SOLUTIONS- ALAMO POLICY LETTER

ID NO:	Board 9, C1	EFFECTIVE DATE: January 1, 2015
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TO: Workforce Solutions-Alamo Board of Directors

FROM: Rocky Marshall, Chair Board of Directors

A handwritten signature in black ink, appearing to be "RM", located to the right of the "FROM:" line.

SUBJECT: Conflict of Interest

Purpose:

The purpose of this policy is to inform Board members about conflict of interest and the appearance of conflict of interest.

Bold typeface indicates new or clarified language.

A ~~strikethrough~~ indicates language has been deleted.

A Board member of the Alamo Workforce Development, Inc., d.b.a. Workforce Solutions Alamo (Board) shall **not** cast a vote ~~on~~, nor participate in, any decision by the Board regarding the provision of goods and services by such member, or any organization which that member directly represents, or on any matter which would provide direct financial benefit to that member or immediate family member, or any organization which that member directly represents.

A Board member may not directly or indirectly influence, encourage, or lobby any person, including **another** Board member or Board staff, regarding any matter in which the member or immediate family member, or the organization, which the member represents, has a substantial interest **in** or from which the member would receive financial benefit. A Board member may not participate in any procurement activities, including the development of a solicitation for any matter in which the member or immediate family member, or the organization, which the member represents, has a substantial interest or from which would receive financial benefit.

In the event that a Board member or immediate family member has a substantial interest or representational interest in a business entity or organization that would be affected by Board action, that member ~~will~~ **shall** disclose the nature and extent of the interest

before any discussion or decision and ~~will~~ **shall** abstain from voting or in any other way participating on that matter. All abstentions shall be recorded and reflected in the minutes of the meeting.

For purposes of this policy:

1. A substantial interest is defined as:

- a. ownership of ten percent (10%) or more of the voting stock or shares of ~~the~~ **a** business entity or ownership of either ten percent (10%) or more ~~of than~~ **fifteen** thousand dollars (\$15,000) or more of the fair market value of the business entity; or
- b. receipt of ten percent (10%) or more of gross income during the previous year from the business entity or organization; or
- c. ownership in real property, if the interest is ~~an~~ **a** quitable or legal ownership with a fair market value of two thousand five hundred dollars (\$2,500) or more.

A Board member is **also** considered to have a substantial interest if an immediate family member of the Board member has a substantial interest in the business entity or organization, **as defined above**.

2. An immediate family member is defined as any person related within the first or second degree of affinity (marriage) or within the third degree of consanguinity (blood) to the member. The prohibited relations are summarized below:

First degree of affinity: **Spouse (married or Common Law), committed partner or civil union**, Husband or wife, their parents, children and children's spouses.

Second degree of affinity: Spouse's grandfather or grandmother, spouse's brother or sister.

First degree of consanguinity: Parent or child

Second degree of consanguinity: Grandfather, grandmother, brother, sister, grandson, and granddaughter.

Third degree of consanguinity: Great-grandparent, uncle or aunt who is brother/sister of a parent of the individual, brother or sister's son or daughter.

3. A representational interest is defined as:

- a. employed by the business or organization; and/or
- b. a member of the board of directors, commission, council or other direct governing body of the business or organization.

4. The term "business entity" shall mean a sole proprietorship, partnership, firm, corporation, holding company, joint-stock company, receivership, trust, or any other business entity recognized by law.

5. The term "organization" shall mean a non-public entity that includes non-profits.

A member of the Board shall avoid even the appearance of conflict of interest. To this end, members of the Board shall, prior to taking office, declare in writing all substantial business interests and representational interests that they or their immediate family members have with a business or organization which has received, currently receives, or is likely to receive a contract or funding which falls under the purview of the Board.

The Board shall maintain on file and make available for public inspection, written declarations from each Board member disclosing all substantial business interests or relationships they, or their immediate ~~families~~ **family (as defined)** have with all business or organizations which have received, currently receive, or ~~are likely to~~ **may** receive ~~contracts of funding~~ **any form of financial compensation** from the Board. For purposes of this policy, this disclosure and any subsequent disclosure is based on information available to the Board member at the time of the declarations. These disclosure statements shall be updated within thirty (30) days to reflect any changes in business interests or relationships as circumstances require. Board members who directly violate this policy may be subject to penalty, sanction or other disciplinary action, as determined appropriate by the Board. Such actions may include Board member participation in training, temporary suspension of voting rights, or removal from the Board. The Board secretary shall routinely review the disclosure information and advise the Board Chair and appropriate members of potential conflicts.

For purposes of facilitating disclosure, a list of organizations and businesses being considered for funding and/or contracts at any Board or committee meeting shall be forwarded to the Board members no less than three (3) calendar days before said meeting. Disclosure of financial or representational interest shall be made at the beginning of each Board or committee meeting, along with agenda item number from which the Board member is abstaining. Board action may then be approved upon the affirmative vote of a majority of the disinterested members, even though the disinterested members may be less than a quorum. Such interested members may be counted in determining the presence of a quorum at the meeting at which such issue is considered.

BOARD of DIRECTORS and PARTNERS

Members Name:_____ Date:_____

Nature of Relationship

[illegible]

Date _____

ATTACHMENT “C”

Insurance Coverage



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/8/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER SWBC Insurance Services, Inc. P O Box 791028 San Antonio TX 78279	CONTACT NAME: Nancy Hutchison PHONE (A/C, No, Ext): (800) 499-7922 FAX (A/C, No): (210) 525-0054 E-MAIL ADDRESS: nhutchison@swbc.com
INSURED Alamo Workforce Development, Inc., DBA: Workforce Solutions Alamo 115 E Travis St. Ste. 220 San Antonio TX 78205	INSURER(S) AFFORDING COVERAGE INSURER A: Federal Insurance Co. INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER: D&O/EPL Master****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Directors & Officers			8224-2202	8/10/2016	10/1/2017	\$5,000,000 limit

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Employment Practices Liability \$5,000,000 limit, Fiduciary \$2,000,000 Limit and Workplace Violence Coverage \$250,000 limit. Policy Number 8224-2202

CERTIFICATE HOLDER**CANCELLATION**

Alamo Area Council of Governments
Executive Director
Diane Rath
8700 Tesoro Dr. Ste. 700
San Antonio, TX 78217

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Gary Dudley/NANCY

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/8/2016

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PRODUCER SWBC Insurance Services, Inc. P O Box 791028 San Antonio TX 78279		CONTACT NAME: Nancy Hutchison PHONE (A/C, No, Ext): (800) 499-7922 FAX (A/C, No): (210) 525-0054 E-MAIL ADDRESS: nhutchison@swbc.com	
INSURED Alamo Workforce Development, Inc., DBA: Workforce Solutions Alamo 115 E Travis St. Ste. 220 San Antonio TX 78205		INSURER(S) AFFORDING COVERAGE INSURER A: Federal Insurance Co. INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** D&O/EPL Master**REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
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	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Directors & Officers			8224-2202	8/10/2016	10/1/2017	\$5,000,000 limit

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Employment Practices Liability \$5,000,000 limit, Fiduciary \$2,000,000 Limit and Workplace Violence Coverage \$250,000 limit. Policy Number 8224-2202

CERTIFICATE HOLDER**CANCELLATION**

Bexar County Bexar County Economic Dev. Dept. David Marquez Executive Director 101 West Nueva Street, Suite 944 San Antonio, TX 78205-3450	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Gary Dudley/NANCY <i>Gary Dudley</i>
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CERTIFICATE OF LIABILITY INSURANCE

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PRODUCER SWBC Insurance Services, Inc. P O Box 791028 San Antonio TX 78279	CONTACT NAME: Nancy Hutchison PHONE (A/C, No, Ext): (800) 499-7922 FAX (A/C, No): (210) 525-0054 E-MAIL ADDRESS: nhutchison@swbc.com
INSURED Alamo Workforce Development, Inc., DBA: Workforce Solutions Alamo 115 E Travis St. Ste. 220 San Antonio TX 78205	INSURER(S) AFFORDING COVERAGE INSURER A: Federal Insurance Co. INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

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A	Directors & Officers			8224-2202	8/10/2016	10/1/2017	\$5,000,000 limit

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Employment Practices Liability \$5,000,000 limit, Fiduciary \$2,000,000 Limit and Workplace Violence Coverage \$250,000 limit. Policy Number 8224-2202

CERTIFICATE HOLDER**CANCELLATION**

Information only

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AUTHORIZED REPRESENTATIVE

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A	Directors & Officers			8224-2202	8/10/2016	10/1/2017	\$5,000,000 limit

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Employment Practices Liability \$5,000,000 limit, Fiduciary \$2,000,000 Limit and Workplace Violence Coverage \$250,000 limit. Policy Number 8224-2202

CERTIFICATE HOLDER**CANCELLATION**

City of San Antonio Director for International & Economic Development Rene Dominguez PO Box 839966 San Antonio, TX 78283-9966	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Gary Dudley/NANCY <i>Gary Dudley</i>
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CERTIFICATE OF LIABILITY INSURANCE

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PRODUCER SWBC Insurance Services, Inc. P O Box 791028 San Antonio TX 78279	CONTACT NAME: Nancy Hutchison PHONE (A/C, No, Ext): (800) 499-7922 FAX (A/C, No): (210) 525-0054 E-MAIL ADDRESS: nhutchison@swbc.com														
INSURED Alamo Workforce Development, Inc., DBA: Workforce Solutions Alamo 115 E Travis St. Ste. 220 San Antonio TX 78205	<table border="1"><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Federal Insurance Co.</td><td></td></tr><tr><td>INSURER B:</td><td></td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Federal Insurance Co.		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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A	Directors & Officers		8224-2202	8/10/2016	10/1/2017	\$5,000,000 limit

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Arnulfo Luna
County Judge Frio County
Frio County Courthouse
500 East San Antonio St.
Pearsall, TX 78061

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Gary Dudley/NANCY

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CERTIFICATE OF LIABILITY INSURANCE

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PRODUCER SWBC Insurance Services, Inc. P O Box 791028 San Antonio TX 78279	CONTACT NAME: Nancy Hutchison PHONE (A/C, No, Ext): (800) 499-7922 FAX (A/C, No): (210) 525-0054 E-MAIL ADDRESS: nhutchison@swbc.com														
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Chris Schuchart
County Judge, Medina County
Medina County Courthouse
1100 16th St.
Hondo, TX 78861

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AUTHORIZED REPRESENTATIVE

Gary Dudley/NANCY

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	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☐ N/A						PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Directors & Officers			8224-2202	8/10/2016	10/1/2017	\$5,000,000 limit

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Darrel L. Lux
County Judge, Kendall County
Kendall County
201 East San Antonio
Suite 122
Boerne, TX 78006

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Gary Dudley/NANCY

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PRODUCER SWBC Insurance Services, Inc. P O Box 791028 San Antonio TX 78279		CONTACT NAME: Nancy Hutchison PHONE (A/C, No, Ext): (800) 499-7922 E-MAIL ADDRESS: nhutchison@swbc.com FAX (A/C, No): (210) 525-0054	
INSURED Alamo Workforce Development, Inc., DBA: Workforce Solutions Alamo 115 E Travis St. Ste. 220 San Antonio TX 78205		INSURER(S) AFFORDING COVERAGE INSURER A: Federal Insurance Co. INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** D&O/EPL Master**REVISION NUMBER:**

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A	Directors & Officers			8224-2202	8/10/2016	10/1/2017	\$5,000,000 limit

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

James E. Teal - Vice Chairman
County Judge, McMullen County
McMullen County Courthouse
PO Box 237
Tilden, TX 78072

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Gary Dudley/NANCY

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	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) \$ \$ \$ \$
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A	Directors & Officers			8224-2202	8/10/2016	10/1/2017	\$5,000,000 limit

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Jim O. Wolverton
Commissioner Guadalupe County
Precinct 3
1101 Elbel Rd.
Schertz, TX 78154

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Gary Dudley/NANCY

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PRODUCER SWBC Insurance Services, Inc. P O Box 791028 San Antonio TX 78279	CONTACT NAME: Nancy Hutchison PHONE (A/C, No. Ext): (800) 499-7922 FAX (A/C, No): (210) 525-0054 E-MAIL: nhutchison@swbc.com ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Federal Insurance Co. INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Alamo Workforce Development, Inc., DBA: Workforce Solutions Alamo 115 E Travis St. Ste. 220 San Antonio TX 78205	NAIC #

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A	Directors & Officers		8224-2202	8/10/2016	10/1/2017	\$5,000,000 limit

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Mark Stroeher County Judge, Gillespie County Gillespie County Courthouse 101 West Main St. Unit 9 Fredericksburg, TX 78624	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Gary Dudley/NANCY <i>Gary Dudley</i>
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COVERAGES

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A	Directors & Officers			8224-2202	8/10/2016	10/1/2017	\$5,000,000 limit

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Richard A. Evans
County Judge Bandera County
Bandera County Courthouse
500 Main St.
PO Box 877
Bandera, TX 78003

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Gary Dudley/NANCY

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COVERAGES

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CERTIFICATE HOLDER

Richard L. Jackson
County Judge Wilson County
Wilson County Courthouse
1103 4th St.
Floresville, TX 78114

CANCELLATION

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AUTHORIZED REPRESENTATIVE

Gary Dudley/NANCY

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CERTIFICATE NUMBER: D&O/EPL Master

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						
	☐ CLAIMS-MADE ☐ OCCUR						EACH OCCURRENCE \$
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG \$
	OTHER:						\$
	AUTOMOBILE LIABILITY						
	☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS						BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE \$
	☐ DED ☐ RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y ☐ N					PER STATUTE ☐ OTH-ER ☐
	If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	Directors & Officers			8224-2202	8/10/2016	10/1/2017	\$5,000,000 limit

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Robert L. Hurley
County Judge Atascosa County
Atascosa County Courthouse
1 Courthouse Circel Dr.
Suite 101
Jourdanton, TX 78026

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Gary Dudley/NANCY

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/14/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER SWBC Insurance Services, Inc. P O Box 791028 San Antonio TX 78279		CONTACT NAME: Nancy Hutchison PHONE (A/C, No, Ext): (800) 499-7922 E-MAIL ADDRESS: nhutchison@swbc.com FAX (A/C, No): (210) 525-0054	
INSURED Alamo Workforce Development, Inc., DBA: Workforce Solutions Alamo 115 E Travis St. Ste. 220 San Antonio TX 78205		INSURER(S) AFFORDING COVERAGE INSURER A: Federal Insurance Co. INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: D&O/EPL Master

REVISION NUMBER:

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	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ EXCESS LIAB ☐ DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	☐ Y ☐ N	N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Directors & Officers			8224-2202	8/10/2016	10/1/2017	\$5,000,000 limit

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Tom Pollard
Courty Judge, Kerr County
Kerr County Courthouse
700 East Main St.
Kerrville, TX 78028

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Gary Dudley/NANCY

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PRODUCER SWBC Insurance Services, Inc. P O Box 791028 San Antonio TX 78279		CONTACT NAME: Nancy Hutchison PHONE (A/C, No, Ext): (800) 499-7922 E-MAIL ADDRESS: nhutchison@swbc.com FAX (A/C, No): (210) 525-0054	
INSURED Alamo Workforce Development, Inc., DBA: Workforce Solutions Alamo 115 E Travis St. Ste. 220 San Antonio TX 78205		INSURER(S) AFFORDING COVERAGE INSURER A: Federal Insurance Co. INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** D&O/EPL Master**REVISION NUMBER:**

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A	Directors & Officers			8224-2202	8/10/2016	10/1/2017	\$5,000,000 limit

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CERTIFICATE HOLDER**CANCELLATION**

Walter Long
County Judge, Karnes County
Karnes County Courthouse
120 W. Calvert
Suite 160
Karnes City, TX 78118

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Gary Dudley/NANCY

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	ANY AUTO ☐						BODILY INJURY (Per person) \$
	ALL OWNED AUTOS ☐						BODILY INJURY (Per accident) \$
	HIRED AUTOS ☐						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB ☐						EACH OCCURRENCE \$
	EXCESS LIAB ☐						AGGREGATE \$
	DED ☐ RETENTION \$ ☐						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE ☐ OTH-ER ☐
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	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
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A	Directors & Officers			8224-2202	8/10/2016	10/1/2017	\$5,000,000 limit

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CERTIFICATE HOLDER**CANCELLATION**

Sherman Krause - Chairman
County Judge Comal County
Comal County Courthouse
150 North Seguin Ave.
New Braunfels, TX 78130

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Gary Dudley/NANCY

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ATTACHMENT “D”

TEXAS WORKFORCE COMMISSION BIENNIAL CERTIFICATION

Texas Workforce Commission

A Member of Texas Workforce Solutions

Andres Alcantar, Chairman
Commissioner Representing
the Public

Ronald G. Congleton
Commissioner Representing
Labor

Ruth R. Hughs
Commissioner Representing
Employers

Larry E. Temple
Executive Director

December 18, 2015

The Honorable Richard A. Evans
Bandera County Judge
P. O. Box 877
Bandera, Texas 78003-0877

Dear Judge Evans:

We are pleased to inform you the office of the governor recertified the Workforce Solutions Alamo (Board) following a review by the Texas Workforce Commission (TWC), as required by the Workforce Innovation and Opportunity Act (WIOA).

WIOA requires that, once every two years, the governor certify one Local Workforce Development Board for each local workforce development area (workforce area) of the state. The state is required to complete your workforce area's certification process within a reasonable time following each two-year period.

To fulfill the requirement, TWC conducted a review of the following elements:

- **Board Composition**—Determined that the Board's composition was consistent with Texas Government Code §2308.256. The Board was required to bring its membership into compliance before certification was recommended.
- **Diversity Requirements**—Determined that the Board was in compliance with the ethnic and geographic diversity of the workforce area.
- **Industry Representation**—Determined whether private sector membership reasonably represented the industrial and demographic composition of the business community.
- **Bylaws**—Confirmed that a copy of the Board's current bylaws was on file with TWC, that the size and composition of the Board were consistent with its bylaws, and that a conflict of interest statement was included.
- **Partnership Agreement**—Confirmed that a copy of the current Partnership Agreement was on file with TWC and that it identified the grant recipient, administrative entity, and the process for developing the strategic and operational plan.
- **Bylaws and Partnership Agreement**—Confirmed that these instruments are consistent with each other.

- **WIOA Performance**—Compared WIOA performance against required (i.e., contracted) targets and verified plans were in place and actions were underway to improve performance if performance was below expectations.

We appreciate the assistance that Board staff provided in completing this review. We look forward to continuing to work together to meet the needs of employers and job seekers in your community. If you have questions, please contact John H. Fuller, Director of Workforce and Board Support, at (512) 463-7459.

Sincerely,



Andres Alcantar, Chairman
Commissioner Representing the Public



Ronald G. Congleton
Commissioner Representing Labor



Ruth R. Hughes
Commissioner Representing Employers

Enclosure

cc: Roscoe B. Marshall, Jr., Board Chair, Workforce Solutions Alamo
Gail L. Hathaway, Executive Director, Workforce Solutions Alamo
Larry E. Temple, Executive Director
Reagan Miller, Director, Workforce Development Division

**APPROVAL/DISAPPROVAL OF ACTION ITEM
REQUEST FROM THE
TEXAS WORKFORCE COMMISSION**

ACTION ITEM: Re-certification of Workforce Boards under Workforce Innovation and Opportunity Act

Workforce Solutions Panhandle
Workforce Solutions North Texas
Workforce Solutions for Tarrant County
Workforce Solutions Northeast Texas
Workforce Solutions of West Central Texas
Workforce Solutions Permian Basin
Workforce Solutions for the Heart of Texas
Workforce Solutions Rural Capital Area
Workforce Solutions Deep East Texas
Workforce Solutions Golden Crescent
Workforce Solutions for South Texas
Workforce Solutions Lower Rio Grande Valley
Workforce Solutions Texoma
Workforce Solutions Middle Rio Grande

Workforce Solutions South Plains
Workforce Solutions for North Central Texas
Workforce Solutions Greater Dallas
Workforce Solutions East Texas
Workforce Solutions Borderplex
Workforce Solutions Concho Valley
Workforce Solutions Capital Area
Workforce Solutions Brazos Valley
Workforce Solutions Southeast Texas
Workforce Solutions Alamo
Workforce Solutions of the Coastal Bend
Workforce Solutions Cameron
Workforce Solutions of Central Texas
Workforce Solutions Gulf Coast

 Approval

Disapproval


Drew DeBerry
Director of Policy
Office of the Governor

12.16.15
Date