

**SEDC Resolution NO. 2023-04**

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SEGUIN ECONOMIC DEVELOPMENT CORPORATION AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING WITH THE ALAMO WORKFORCE DEVELOPMENT, INC. D/B/A WORKFORCE SOLUTIONS ALAMO, RELATING TO THE APPLICATION FOR A TEXAS WORKFORCE COMMISSION HIGH DEMAND JOB TRAINING GRANT

**WHEREAS,** the Seguin Economic Development Corporation (the “SEDC”) is a public instrumentality and non-profit industrial development corporation duly established and operating under Texas Local Government Code, Chapters 501 and 504, *et seq.*, as amended, known as the Development Corporation Act of 1979 (the “Act”); and

**WHEREAS,** Workforce Solutions Alamo (WSA) serves as the governing board for the 13-county Alamo region workforce system, with the mission of strengthening the regional economy by growing and connecting talent pipelines to employers; and

**WHEREAS,** WSA and the SEDC will cooperate to establish a mutually beneficial relationship supporting a Texas Workforce Commission’s (TWC) High Demand Job Training (HDJT) grant, through collaboration, reporting, and funding; and

**WHEREAS,** the SEDC has reviewed the terms, conditions and obligations related to a Memorandum of Understanding (the “MOU”), has considered and evaluated the benefits of the MOU, and has determined it to be in the best interest of the SEDC to enter into the MOU.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SEGUIN ECONOMIC DEVELOPMENT CORPORATION THAT:**

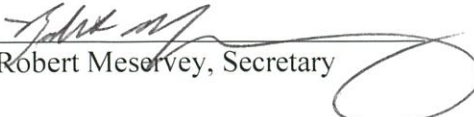
**SECTION 1.** The Board of Directors hereby finds that all the recitals above are true and correct and are incorporated herein as if restated in full.


**SECTION 2.** The Board of Directors authorize the Director of Economic Development to take all necessary actions and to execute an MOU with the WSA in substantially the same form as reflected in the attached Exhibit “A”.

**SECTION 3.** This Resolution is effective upon passage.

**PASSED AND APPROVED** on the 2<sup>nd</sup> day of February 2023 by the Board of Directors of the Seguin Economic Development Corporation.

ATTEST:

  
Robert Meservey, Secretary

  
~~Carlos Moreno, President~~  
Don Keil, Vice President

**Memorandum of Understanding- High Demand Job Training (HDJT) Grant  
Memorandum of Understanding 2023-2024 For  
Workforce Solutions Alamo and Seguin Economic Development Corporation**

This Memorandum of Understanding (MOU) is entered into by and between **Alamo Workforce Development, Inc. d/b/a Workforce Solutions Alamo**, (“WSA”), a non-profit corporation and **Seguin Economic Development Corporation**, hereinafter “SEDC”. Both WSA and SEDC maybe referred to as “Party” or collectively as the “Parties”.

**I. Purpose of MOU**

It is the purpose of this MOU to establish a cooperative and mutually beneficial relationship between WSA and SEDC in support of a Texas Workforce Commission’s (TWC) High Demand Job Training (HDJT) grant, herein referred to as the “Program”.

**II. Duration of MOU**

The MOU will commence on TBD to TBD and shall remain in place until the MOU is terminated by the Parties in accordance with the terms set forth herein. It is mutually understood by all Parties that execution of this MOU is contingent upon TWC’s approval and award of funding for this grant application and no training or activities, as outlined in this proposal, will be scheduled to begin prior to the grant contracted start date. The activities as outlined in this MOU which are to be undertaken by the Parties shall commence upon the grant contracted start date and shall remain in effect through the date of the grant contract closeout, or a timeframe otherwise directed by TWC and agreed upon by the Parties subject to this MOU.

**III. General Provisions**

It is understood by the Parties that each should be able to fulfill its responsibilities under this MOU in accordance with the provisions of law and regulation which govern their activities. Nothing in this MOU is intended to negate or otherwise render ineffective any such provisions or operating procedures. If at any time either Party is unable to perform its functions under this MOU consistent with such Party’s statutory and regulatory mandates, the affected Party shall provide written notice to the other to establish a date for mutual resolution of the conflict.

**IV. Materials and Promotions**

Both Parties may use the other’s name, logo, and other marks, for purposes of promoting the Program and their collaboration on their websites and social media platforms, and in posters, newsletters, brochures, and other outreach materials. With advance notice, both Parties may film, record, photograph, interview, and otherwise document Program activities taking place at the other Party’s facility or any other location. Parties may use such materials only for archival purpose and for promoting the collaboration in the manner set out in the scope of work. Such materials and all copyrights in these materials will be the property of the Party creating them. Neither Party will be entitled to receive any payment from the other for any such use. The Party intending to film, record, and photograph, interview, or document activities is responsible for obtaining needed releases, if any, from participants.

**V. Data Sharing**

The provisions which follow set out the framework for the sharing of personal data between the Parties which will occur through the Texas Veterans Network and/or Work-in-Texas. Each Party acknowledges that one Party (the Data Discloser) will regularly disclose to the other Party (the Data Recipient) Data collected by the Data Discloser for the Program. Each Party shall:

- a. ensure that it has all necessary consents and notices in place to enable lawful transfer of the Data to the Data Recipient for the Program.
- b. gives full information to any data subject whose personal data may be processed under this MOU of the nature such processing and the rights thereof, including but not limited to the rights to access, erasure and objection. This includes giving notice that, on the termination of this MOU, personal data relating to them may be retained by or, as the case may be, transferred to one or more of the data recipients, their successors and assigns.
- c. process the Data only for the Program.
- d. not disclose or allow access to the Data to anyone other than the Data Recipients.
- e. ensure that all Data Recipients are subject to written contractual obligations concerning the Data (including obligations of confidentiality) which are no less demanding than those imposed by this MOU.
- f. ensure that it has in place appropriate technical and organizational measures, reviewed and approved by the other Party, to protect against unauthorized or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data.

## **VI. Insurance and Liability**

### **A. Insurance**

SEDC must maintain insurance coverage for the period of the MOU. SEDC agrees to obtain insurance adequate to cover employees and against personal and bodily injury and property damage. The following minimum insurance coverage and limitations shall be required:

- a. General liability insurance for personal injury and bodily injury and property damage to a third party. The required minimum coverage shall be \$500,000 per occurrence or \$1,000,000 aggregate.

SEDC shall provide WSA with copies or originals of all certificates demonstrating proper insurance coverage as required by this MOU and TWC FMGC. Certificates of Insurance shall be submitted prior to the effective date of this MOU and on an annual basis (based on expiration dates of policies) for the term of this MOU and any extensions to this MOU.

### **B. Limitation of Liability**

Neither Party will not be liable to the other for any incidental, special, consequential, exemplary, punitive, or indirect damages arising out of or otherwise related to this MOU.

Parties shall, to the extent allowed by law, each be individually liable for any and all claims, losses, causes of action, judgments, damages, and expenses to the extent directly caused by their officers, agents, or employees.

## **VII. Activities, Costs, and Scope of Work**

WSA, SEDC, and Texas State Technical College (TSTC) are collaborating to build capacity at the Central Texas Technology Center (CTTC) to provide high-skilled advanced training for the advanced manufacturing industry through the Texas Federation for Advanced Manufacturing (TX FAME) Lone Star Chapter Advanced Manufacturing Technician (AMT) program.

The FAME program provides global-best workforce development through strong technical training, integration of manufacturing core competencies, intensive professional practices and intentional hands-on experience to build the future of the modern manufacturing industry. FAME was created by Toyota and moved to the Manufacturing Institute for national scaling in 2019. Today, the Manufacturing Institute, as the workforce development and education partner of the National Association of Manufacturers, is proud to manage FAME USA as it continues to grow across the country with the support of more than 400 manufacturers.

TX FAME Lone Star, the State's third FAME Chapter, is partnering with TSTC to provide the critical educational component for the AMT program. The Program will be operated out of the CTTC in New Braunfels. Students will take classes at the CTTC two days a week while working with their sponsoring company three days a week, allowing them to "earn while they learn". The TX FAME Lone Star AMT program will develop highly skilled workers who earn an Associate of Applied Science degree in Advanced Manufacturing Technology. After receiving 1,800 hours of hands-on experience, 85% of graduates proceed to direct employment with a sponsoring company and earn wages that are, on average, 38% higher than non-FAME graduates.

The TX FAME Lone Star Chapter was founded by thirteen employers who will actively sponsor students through the Program starting in the Fall of 2023. Founding companies include CMC Steel Texas (Seguin, Texas), Caterpillar Inc. (Seguin & Schertz, Texas), Alamo Industrial (Seguin, Texas), AmeriTex Pipe & Product (Seguin, Texas), Cavco Industries (Seguin, Texas), Detex Corporation (New Braunfels, Texas), Minigrip (Seguin, Texas), Niagara Bottling (Seguin, Texas), Rave Gears (Seguin, Texas), Republic Plastics (Seguin, Texas), Texas Tito's (New Braunfels, Texas), and Vitesco Technologies (Seguin, Texas).

The equipment identified will assist with filling a skills training gap that now exists due to the lack of instruction. The transferrable skills gained from the use of this equipment will allow the Program participants with access to possible mid-level workforce entry. This equipment will increase the number of AMT professionals within the region through a noncredit bearing college program.

High Demand Job Training Program funding is requested to match a percentage of the Investment provided by SEDC to build the training capacity at the CTTC and procure the manufacturing training equipment. TSTC will develop curriculum applicable to industry recommended transferrable skills for entry level workforce needs, provide training to their students enrolled in the TX FAME Lone Star Chapter AMT program. This training capacity building collaboration will provide an advanced manufacturing training program designed to provide the region with a highly skilled pool of AMT's, an occupation listed in WSA's list of high demand occupations for the Alamo region. The equipment will allow TSTC to train an estimated 20 students per year. The first cohort (year 1) of the AMT program will train an estimated 20 students, and an additional 20 students will be trained in the second cohort (year 2). This is a total of up to 40 AMT program students that will be trained over years 1 and 2.

WSA will provide \$144,367.20 in leveraged funds and \$3,609.18 for administrative fees, and SEDC will provide \$144,367.20 in leveraged funds and \$3,609.18 for administrative fees assessed by the TWC, for a total of \$295,952.76 for this Program. The funds will be used to defray costs for capacity building for training at the CTTC and the TX FAME Lone Star Chapter AMT program. See Attachment A (WSA-SEDC Budget Breakdown).

The Parties agree that their responsibilities under this MOU shall be as follows:

**A. SEDC:**

- i. Provide \$151,585.56 for capacity building in the Manufacturing Industry; and provide \$144,367.20 in leveraged funds 50% of the HDJT Grant Administrative Fee assessed by TWC (approximately \$3,609.18), for a total contribution of \$147,976.38.
- ii. Work with TSTC to ensure that all equipment is ordered and installed by TSTC, by the end of the contract period.
- iii. When issuing statements, press releases, regarding this project to clearly state the percentage of the total cost of the project financed with federal funds; the dollar amount of Federal funds for the project; and the percentage and dollar amount of the total costs of the project financed by non-governmental sources.
- iv. identify the estimated number of individuals to be trained in high demand occupations based on the partnership between the SEDC and WSA and provide periodic narratives to WSA including, but not limited to, the number of participants trained and/or assessed and the costs expended for each activity conducted during the reporting period.

**B. WSA:**

- i. Match up to \$144,367.20 of funds on a dollar-for-dollar basis for capacity building in the Manufacturing Industry and 50% of the HDJT Grant Administrative Fee assessed by TWC (approximately \$3,609.18), for a total contribution of \$147,976.38.
- ii. Provide periodic reports to TWC using the Agency-provided format; and
- iii. Report expenditures to TWC using the Cash Draw and Expenditure Reporting System.

**C. Both Parties Shall:**

- i. Comply with the confidentiality and security provisions of each Party.
- ii. Funds will be used for capacity building to help fill the large number of high skilled job openings in the advanced manufacturing industry in the San Antonio area.
- iii. The Funds will address occupational needs in the advanced manufacturing industry.
- iv. The TWC High Demand Job Training Program grant funds will be matched with leveraged funds from the Seguin Economic Development Corporation (SEDC)] on a dollar-for-dollar basis.

- v. Provide an assurance that grant funds will not be used to encourage or induce relocation or for customized or skill training or related activities after relocation. (WIOA § 181(d)(1) and (d)(2), 29 U.S.C. § 2931(d)(1) and (d)(2)).
- vi. Designate a liaison whose functions will include serving as a resource to its organization for the implementation of the MOU, coordinating communication and meetings as necessary between the Parties to review policies, procedures, and other issues related to the MOU.
- vii. Certify and disclose they did not use federal appropriated funds to lobby for the grant award and, if any funds were used for such lobbying, that they submitted a Standard Form-LLL, "Disclosure form to Report Lobbying."
- viii. Understand that WSA will own any and all equipment purchased by this grant, and if WSA decides to sell and, if sold, it will be sold at market value.
- ix. Understand that WSA and/or TWC will have the right to examine, monitor, and audit all records, documents, conditions, and activities related to activities funded by this MOU. Each Party will have the right to examine and comment to WSA and TWC, on the result of said monitoring or audit reviews. WSA will notify SEDC in writing, of any deficiencies noted during such review and may withhold funds, as appropriate, based upon such deficiencies.
- x. Will not and shall not discriminate on the basis of race, color, religion, gender, gender expression, age, national origin, disability, marital status, sexual orientation, or military status, in any of its activities or operations.
- xi. Comply with Title VI of the Civil Rights Act of 1964 (PL 88.352), which prohibits discrimination based on race, color, or national origin in programs and activities that receive federal financial assistance.
- xii. Comply with Section 504 of the Rehabilitation Act of 1973, as amended, (29 U.S.C. 794), which prohibits discrimination on the basis of disability in programs and activities, public and private, that receive federal financial assistance.
- xiii. Comply with the requirements of the Americans with Disabilities Act Amendments Act of 2008.
- xiv. Comply with the requirements of the Texas Revised Civil Statute 44196b-4, Sections 5.03-5.04, which outlines the workplace and confidentiality guidelines regarding AIDS and HIV.
- xv. Workforce Innovation and Opportunity Act
- xvi. Texas Education Code, Chapter 133
- xvii. Texas Government Code, §2308.304 and §2308.312 and §2264
- xviii. Texas Labor Code, §302.021 and §302.062
- xix. Texas Workforce Commission's Financial Manual for Grants and Contract

### **VIII. Contact Representatives**

Each Party shall appoint a contact person to serve as the Party's point of contact. These shall communicate as needed to ensure the success of this Program. The following are the individuals designated as representatives for each agency.

- A. Workforce Solutions Alamo**  
**Contact Person:** Rick Garcia  
**Title:** Workforce Programs Manager

**Address:** 100 S. Santa Rosa  
**Telephone:** (210) 581-1079  
**E-mail:** [rgarcial@wsalamo.org](mailto:rgarcial@wsalamo.org)

**B. SEDC**

**Contact Person:** Josh Schneuker  
**Title:** Executive Director  
**Address:** 211 N. River Street, Seguin, TX 78155  
**Telephone:** (830)401-2476  
**E-mail:** [jschneuker@seguintexas.gov](mailto:jschneuker@seguintexas.gov)

**IX. Amendments and Terminations**

This MOU may be amended at any time in writing by mutual consent of all Parties. The MOU may be canceled by a Party upon thirty (30) days written notice to the other Party, except where the cancellation is for cause (i.e., a material and significant breach of any of the provisions of this MOU).

If cancellation is for cause, it may be cancelled upon delivery of written notice to the other Party. The following communication for all MOU modifications should be sent to:

**Workforce Solutions Alamo**  
Contact Person: Adrian Lopez  
Title: Chief Executive Officer  
Address: 100 N. Santa Rosa Suite 120, San Antonio, Texas 78207  
Telephone: 210 – 272- 3260  
E-mail: [alopez@wsalamo.org](mailto:alopez@wsalamo.org)

**SEDC**

**Contact Person:** Josh Schneuker  
**Title:** Executive Director  
**Address:** 211 N. River Street, Seguin, TX 78155  
**Telephone:** 830-401-2476  
**E-mail:** [jschneuker@seguintexas.gov](mailto:jschneuker@seguintexas.gov)

**A. Modification and Consensus Process**

When a Party wishes to modify the MOU, the Party must first provide written notification to all signatories of the existing MOU and outline the proposed modification(s). Upon notification, WSA must ensure that discussions and negotiations related to the proposed modification take place with partners in a timely manner and as appropriate.

Upon agreement of all Parties, a modification will be processed. If the modification involves substitution of a Party that will not impact any of the terms of the MOU, it can be accomplished by the original Party and the new Party entering into an MOU that includes

WSA, wherein the new Party assumes all of the rights and obligations of the original Party. Upon execution, WSA presents the MOU as a proposed modification to the MOU, and the remaining steps are followed.

**X. Non-Assignment**

Except as otherwise indicated herein, no Party may, during the term of this MOU or any renewals or extensions of this MOU, assign or subcontract all or any part of the MOU without prior written consent of all other Parties.

**APPROVED:**

The undersigned Parties bind themselves to the faithful performance of this MOU. It is mutually understood that this MOU shall not become effective until approved by all Parties involved.

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Adrian Lopez, CEO  
Workforce Solutions Alamo

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Joshua Schneuker, Executive Director  
Seguin Economic Development Corporation