

MEMORANDUM OF UNDERSTANDING
by and between
Workforce Solutions Capital Area Workforce Board
and
Pflugerville Community Development Corporation

The following Memorandum of Understanding (the MOU) sets forth the terms of MOU between **Workforce Solutions Capital Area Workforce Board**, hereinafter referred to as Workforce Solutions, and **Pflugerville Community Development Corporation**, hereinafter referred to as PCDC. Hereinafter, Workforce Solutions and PCDC are referred collectively as the “Parties.”

I. Purpose of MOU

It is the purpose of this MOU to establish a cooperative and mutually beneficial relationship between the Parties and to set forth the relative responsibilities regarding the High Demand Job Training grant through the Texas Workforce Commission, hereinafter referred to as TWC.

II. Duration of MOU

This MOU shall commence on the last date that it is executed by a party and shall continue to remain in full effect until the end date of the Capital Area Workforce Board HDJT Program, on or about April 30, 2026.

III. Pflugerville Community Development Corporation

The Pflugerville Community Development Corporation is the organization charged with promoting the economic development of the city of Pflugerville. It accomplishes its mission by marketing Pflugerville as a desirable place for new businesses to operate, and by assisting existing businesses and addressing their needs.

The PCDC is a Texas 4B Economic Development Corporation that collects a one-half cent sales tax off taxable goods purchased in the City of Pflugerville for the purpose of promoting economic development in Pflugerville. The primary purpose of the PCDC is to provide funding for projects that promote economic development or projects that enhance the parks and recreation facilities of the city.

IV. Workforce Solutions Capital Area

Workforce Solutions Capital Area is the local workforce development board for Austin-Travis County. Workforce Solutions helps local people to find local jobs. Employers can benefit from job-matching services, labor market information, access to training grants, and other services. Job seekers can access job leads, career information, assistance with training, support services, or child care, and other services.

V. 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 immediately provide written notice to the other to establish a date for mutual resolution of the conflict.

VI. Services Provided

All Funds will be used to train high school seniors in Pflugerville Independent School District to earn a certification in sterile processing with Ascension Seton. Workforce Solutions and PCDC propose to use TWC and matching funds to pay for enrollment and training and training equipment costs.

VII. Responsibilities of the Parties Under MOU

In consideration of the mutual aims and desires of the Parties to this MOU and in recognition of the public benefit to be derived from effective implementation of the programs involved, the Parties agree that their responsibilities under this MOU shall be as follows:

1) Workforce Solutions shall:

- Submit a proposal to the Texas Workforce Commission (TWC) for a grant through the High Demand Job Training program;
- Funds received from TWC will be used to match PCDC sales tax funding to purchase training equipment and pay for enrollment and training of high school seniors in Pflugerville Independent School District to earn a certification in sterile processing with Ascension Seton, on a dollar-for-dollar basis, up to \$150,000;
- Upon the written request from the PCDC, provide funding draws from the \$150,000 TWC HDJT Matching Grant Award to the Pflugerville Independent School District for the District to purchase training equipment;
- Comply with applicable federal and state agency reporting requirements;
- Act as TWC's primary point of contact for the HDJT program and coordinate requests for information or assistance relating to the program or this MOU;
- Provide necessary communications to media and the public relating to this MOU;
- Act as the primary fiscal and programmatic agent responsible for administration of State and Federal funding allocated toward this project and maintain all related records;
- Comply with the requirements of the TWC Financial Manual for Grants and Contracts for expenditures of state and federal funds;
- Monitor the MOU on a regular basis and promptly inform PCDC of any areas of concern;
- Be responsible for record retention of all information relating to this MOU and the Capital Area Workforce Board HDJT Program;
- Ensure the security and privacy of personally identifiable information of Capital Area Workforce Board HDJT Program participants in the Board's possession; and
- Ensure that information regarding this MOU and the Capital Area Workforce Board HDJT Program is available for review by federal and state auditors and monitors as needed upon request.

2) PCDC shall:

- Designate sales tax revenue up to \$150,000 matched on a dollar-for-dollar basis with TWC grant funding;
- Monitor the MOU on a regular basis and promptly inform the Board of any areas of concerns;

- Be responsible for record retention in accordance with PCDC’s retention policies of any information relating to this MOU and the Capital Area Workforce Board HDJT Program in PCDC’s possession;
- Ensure that information regarding this MOU and the Capital Area Workforce Board HDJT Program is available for review by federal and state auditors and monitors as needed upon request.

VIII. Conditions and Assurances

It is specifically agreed and understood by and between Workforce Solutions and PCDC that:

- 1 HDJT Program 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)).
- 2 No funds received under WIOA will be used to assist, promote or deter union organizing, as referred to in WIOA § 181(b)(7), 29 U.S.C. § 2931(b)(7).
- 3 None of the funds made available by WIOA may be expended by an entity unless the entity agrees that in expending the funds the entity will comply with the Buy American Act (41 U.S.C. § 8302), as referenced in WIOA § 505, 20 U.S.C. § 9275.
- 4 Any use of Workforce Solutions Capital Area Workforce Board, or Pflugerville Community Development Corporation name for publicity or releases of reports, papers, articles, maps, or other documents in any way concerning this MOU in connection with the Capital Area Workforce Board HDJT Program by either party is subject to prior approval by all parties prior to release.
- 5 The Capital Area Workforce Board is an equal opportunity employer and complies fully with the nondiscrimination and equal opportunity provisions of the following laws: Section 188 of the Workforce Innovation Opportunity Act (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I financially-assisted Project or activity; Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color and national origin; American’s With Disabilities Act (ADA), Americans with Disabilities Act Amendment (ADAA), and Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities; the Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational Projects.

IX. Confidentiality

All Parties shall secure the confidentiality of records and agree and acknowledge that all information provided to them by the other party is confidential by law and will only be used for the purposes set forth in this MOU.

It will be the responsibility of each party to comply with the provisions of Chapter 552, Texas Government Code (“Texas Public Information Act”) and the Attorney General Opinions issued

under that statute. Neither party is authorized to receive requests or take any action under the Texas Public Information Act on behalf of any other party to this MOU. Responses for requests for confidential information shall be handled in accordance with the provisions of the Texas Public Information Act. The provisions of this Section shall survive the termination of this MOU.

X. Other Provisions or MOUs

Any alterations, additions, or deletions to the terms of this MOU which are required by changes in the state law, federal law, or by regulations are automatically incorporated in this MOU without written amendment and shall become effective on the date designated by such law or regulation. Either party from time to time may seek to amend this MOU. A notice of the intention to amend contract must be provided to other party to the MOU 30 days prior to the effective date of the proposed amendment.

XI. Grievance Procedure

In the instance of a dispute between the parties to this MOU, the process for resolution is agreed to as follows:

- 1) informal discussion between the parties must occur;
- 2) formal discussion of the dispute constitutes the second step;
- 3) failing to find a resolution in steps one or two, outside mediation should be considered;
and
- 4) formal arbitration constitutes the final step in the resolution process in accordance with this MOU.

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.

Workforce Solutions Capital Area

**Pflugerville Community
Development Corporation**

Tamara Atkinson, Chief Executive Officer

Terri Toledo, Interim Executive Director

Date

Date