



Contract Number: CT-CS-15\*020  
 Effective Date: 7-1-14  
 Term Date: 6-30-15  
 Cost: \$1,255,381.00  
 Revenue: \_\_\_\_\_  
 Total: \_\_\_\_\_ NTE: \_\_\_\_\_  
 Action  
 Renewal By: 4-1-15  
 Term: 6-30-15  
 Reviewed by: SR

**BOARD OF SUPERVISORS AGENDA ITEM SUMMARY**

Requested Board Meeting Date: August 5, 2014 - Addendum

**ITEM SUMMARY, JUSTIFICATION &/or SPECIAL CONSIDERATIONS:**

Background

The county, on behalf of Innovation Frontier Arizona (IFA), was awarded a grant in the amount of \$5,351,690.00 to implement the Youth Career Connect program. The grant was approved by the Board of Supervisors on June 14, 2014

Intergovernmental Agreement (IGA) between Pima County and Santa Cruz County Board of Supervisors on the behalf of Santa Cruz County Superintendent of Schools Office to collaborate in the provision of workforce development in Southern Arizona.

IGA was in the process of being finalized; however it wasn't completed by the July 1 Board of Supervisors' meeting agenda deadline.

Effective Date: 7/1/14

Termination Date: 6/30/15

Amount: \$1,255,381.00

Contract Officer: Risé Hart, 243-6723

Payment System: AMS

CONTRACT NUMBER (If applicable): CT-CS-15-20

**STAFF RECOMMENDATION(S):**

*To be approved by Board of Supervisors.*

CORPORATE HEADQUARTERS: \_\_\_\_\_

JUL 28 14 AM 09:41 PC CLK OF RD

Procure Dept 07/25/14 AM 09:58



To PD: 7-25-14  
 To CoB: 7  
 To Bos: 8-5-14  
 To CHH: 7-28-14

18 pgs (1)  
 SR

Vend. 1  
 Ver. 1

**CLERK OF BOARD USE ONLY: BOX M.G.**

**ITEM NO.**

**PIMA COUNTY COST:** \$1,255,381.00  
**and/or REVENUE TO PIMA COUNTY:** \$ N/A

**FUNDING SOURCE(S):** United States Department of Labor Employment and Training Administration (Youth Career Connect Grant)

**Advertised Public Hearing:**

		<b>YES</b>	<b>X</b>	<b>NO</b>
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**Board of Supervisors District:**

1		2		3		4		5		All	XX
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**IMPACT:**

**IF APPROVED:**

With the assistance of the Contractor will be able to implement the Youth Career Connect Program.

**IF DENIED:**

Without the assistance of the Contractor, the Youth Career Connect Program may be jeopardized.

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**DEPARTMENT NAME:** Community Services

**CONTACT PERSON:** Rise Hart

**TELEPHONE NO.:** 243-6723

**INTERGOVERNMENTAL AGREEMENT BETWEEN  
PIMA COUNTY COMMUNITY SERVICES AND  
SANTA CRUZ COUNTY**

Program Name: Youth CareerConnect and Applied Mathematics

Contractor: Santa Cruz County Board of Supervisors on the behalf of Santa Cruz County  
Superintendent of Schools Office  
2150 N. Congress Drive  
Nogales, AZ 85621

Purpose: Provide workforce development services for youth and adults in Southern Arizona

Funding: United States Department of Labor Employment and Training Administration and other funds obtained by the Pima County for Workforce Development purposes.

Term: July 1, 2014 – June 30, 2015

Amount: \$1,255,381.00

This Intergovernmental Agreement ("Agreement") is entered into by Pima County, a body politic and corporate of the State of Arizona, ("Pima") and between Santa Cruz County, a body politic and corporate of the State of Arizona, ("Santa Cruz") to cooperate in the provision of workforce development in Southern Arizona.

**RECITALS**

WHEREAS, pursuant to A.R.S. § 11-254.04, Pima may appropriate and spend public monies for and in connection with activities that the Pima County Board of Supervisors finds and determines will assist in the creation or retention of jobs or will otherwise improve or enhance the economic welfare of the Pima inhabitants; and

WHEREAS, pursuant to A.R.S. § 11-952 Pima and Santa Cruz are authorized to enter into an Intergovernmental Agreement to jointly exercise their powers; and

WHEREAS, pursuant to A.R.S. § 15-790, Santa Cruz has the primary responsibility to provide career exploration and entry level career and technical education and vocational education; and

WHEREAS, pursuant to A.R.S. § 15-789, Santa Cruz may contract with any public body to provide career and technical education and vocational education to its students; and

WHEREAS, Pima finds that the provision of workforce development services is in the best interest of the residents of Southern Arizona and therefore, requires the services of a Contractor qualified to provide such services to local residents;

WHEREAS, Santa Cruz and Pima are members of a consortium called Innovation Frontier Arizona ("IFA") which supports regional workforce development, economic development and educational strategies to promote innovation and prosperity in Southern Arizona; and

WHEREAS, Pima, on behalf of IFA, applied for a Youth CareerConnect grant from the U.S. Department of Labor Employment and Training Administration ("DOL/ETA"); and

WHEREAS, DOL/ETA awarded such grant in the amount of \$5,351,690.00 to Pima, on behalf of IFA, to implement the Youth CareerConnect program.

<b>CONTRACT</b>
NO. <u>CT-C5-1500000000000000026</u>
AMENDMENT NO. _____
This number must appear on all invoices, correspondence and documents pertaining to this contract

NOW, THEREFORE, the parties agree as follows:

### ARTICLE I – TERM AND EXTENSIONS

- A. This Agreement shall commence on July 1, 2014, and shall terminate on June 30, 2015 unless terminated sooner. Pima shall have the option to extend this Agreement for up to four (4) additional 12-months periods or any portion thereof, provided that any modification or extension shall be by formal written Amendment executed by both the parties hereto.
- B. Any modification or extension of the contract termination date shall be by formal written amendment executed by the parties hereto.

### ARTICLE II – SCOPE OF WORK/SERVICES

This Agreement establishes the agreement under which Santa Cruz will provide Pima with services in accordance with the attached **Exhibit A – Scope of Work**.

### ARTICLE III – PAYMENT

- A. In consideration of the services specified in this Agreement, Pima agrees to pay Santa Cruz in an amount **not-to-exceed \$1,255,381.00**. Request for payment for services under this Agreement must be certified on invoices, signed by an authorized representative of Santa Cruz, and supported by documentation, including vouchers authorizing each activity, attendance records and completion certifications, if applicable. Pima representatives will verify these documents.
- B. Payment by Pima will generally occur thirty (30) days from the date the submission is received by the Pima County Finance Department. Santa Cruz should budget their cash needs accordingly.
- C. Santa Cruz may not bill Pima for costs which are paid by a source other than this Agreement. Santa Cruz must notify Pima within ten (10) days of notification or receipt of alternative funding for costs which would otherwise be subject to payment pursuant to this Agreement.
- D. Budget Line Item Flexibility.
  - 1. Flexibility is allowed within the grant budget (except wages, salaries and fringe benefits, and indirect cost rates), provided no single line item is increased or decreased by more than 20%. Changes in excess of 20% and any changes in wages, salaries and fringe benefits, and indirect cost rates must receive prior written approval the Director or his designee. Failure to obtain such prior written approval may result in cost disallowance. Any changes in mix or match within the wages and salaries line must be reviewed and approved by the DOL Federal Project Officer (“FPO”) prior to implementation. **Any changes will not be effective, nor will compensation under the change be provided, until approved by the DOL FPO (if required) and until the date set forth in the written approval of the Director or his designee.**
  - 2. Granting of a qualifying change request is within the discretion of the Pima County Community Services Employment and Training Director or his designee.

## ARTICLE IV – INSURANCE

- A. Santa Cruz shall obtain and maintain at its own expense, during the entire term of this Agreement the following type(s) and amounts of insurance:
1. Commercial General Liability in the amount of \$2,000,000.00 combined single limit Bodily Injury and Property Damage. The policy shall be endorsed to include coverage for sexual abuse and molestation. Pima County is to be named as an additional insured for all operations performed within the scope of the Agreement between Pima County and Santa Cruz;
  2. Commercial or Business automobile liability coverage for owned, non-owned and hired vehicles used in the performance of this Agreement with limits in the amount of \$1,000,000.00 combined single limit or \$1,000,000.00 Bodily Injury, \$1,000,000.00 Property Damage;
  3. If this Agreement involves professional services, professional liability insurance in the amount of \$1,000,000.00; and,
  4. If required by law, workers' compensation coverage including employees' liability coverage.
- B. Prior to performing any work or receiving any payment pursuant to this Agreement, Pima County Community Services Department must have current Certificates of Insurance. All Certificates of Insurance must provide for a guaranteed thirty days written notice of cancellation, non-renewal or material change.
- C. If Santa Cruz is self-insured under the State of Arizona Self Insurance Program or other acceptable program, such self-insurance shall satisfy the requirements set forth above.

## ARTICLE V – NOTICES

Santa Cruz shall give written notice of any change of address not more than fifteen (15) days after the change is effective. Any notice required or permitted to be given under this Agreement shall be in writing and shall be served by delivery or by certified mail upon the other party as follows:

**Pima County:**

Arthur Eckstrom  
Director, Pima County  
Community Services Department  
2797 E. Ajo Way, 3<sup>rd</sup> Floor  
Tucson, AZ 85713  
(520) 243-0666

**Santa Cruz:**

Santa Cruz County Board of Supervisors  
2150 N. Congress Drive  
Nogales, AZ 85621  
(520) 375-7800

## ARTICLE VI – TERMINATION/SUSPENSION

- A. Termination for Convenience: Pima reserves the right to terminate this Agreement at any time and without cause by serving upon the Santa School 30 days advance written notice of such intent to terminate, except that if the grant funding under which this Agreement is made, is terminated or the amount of the grant reduced, Pima shall there upon have the right to terminate or reduce the Agreement dollar amount of this Agreement by giving Santa Cruz written notice of such termination and specifying the date thereof at least fifteen days (15) days before the effective date of such termination. In the event of such termination, Pima

County's only obligation to Santa Cruz shall be payment for services rendered prior to the date of termination.

- B. Suspension: Pima may suspend operations and payments under this Agreement immediately for violation of agreement requirements, unsafe working conditions, violation of Federal or State law, or lack of reasonable progress in accomplishing objectives and schedules contained in this Agreement.
- C. Administrative Suspension: Pima may temporarily suspend operations and payments under this Agreement immediately at any time if the Board of Supervisors or Administration determines that it is in Pima County best interest to suspend this Agreement. In the event of such suspension, Santa Cruz shall assist Pima by providing information and documents to evaluate the status of the Agreement and whether it should be continued.
- D. Grant-Funded Agreement: This is a grant-funded project, payments obligations of Pima shall not exceed the amount of funds allocated to and made available to Pima for this project. The maximum funding under this Agreement is subject to availability and continuation of grant funding. This amount may be increased or decreased at any time due to reduction, termination, or any other change in funding. Pima also reserved the right to terminate or suspend the Agreement in whole or in part, with out prior notice if any third party providing funds which Pima uses to pay obligations pursuant to this IGA suspends, cancels or terminates its Agreement with Pima or gives notice to Pima of intent to suspend or terminate its Agreement with Pima.
- E. Non-Appropriation: Notwithstanding any other provision in this Contract, this Contract may be terminated if for any reason, there are not sufficient appropriated and available monies for the purpose of maintaining Pima or other public entity obligations under this Contract. In the event of such termination, Pima shall have no further obligation to Santa Cruz, other than for services rendered prior to termination.

#### **ARTICLE VII – DISPOSAL OF PROPERTY**

Upon the termination of this Agreement, all property involved shall revert back to the owner. Termination shall not relieve any party from liabilities or costs already incurred under this Agreement, nor affect any ownership of property pursuant to this Agreement.

#### **ARTICLE VIII – INDEMNIFICATION**

Each party (as 'Indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'Indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the Indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

#### **ARTICLE IX – COMPLIANCE WITH LAWS**

- A. Santa Cruz shall comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Agreement. The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this Agreement, and any disputes hereunder. Any action relating to this Agreement shall be brought in a court of the State of Arizona in Pima County. Any changes in the governing laws, rules, and regulations during the terms of this Agreement shall apply, but do not require an amendment.

B. In addition, Santa Cruz, as Subcontractor, warrants compliance with all applicable laws, regulations, requirements and special provisions, in carrying out its obligations pursuant to this Agreement, as set forth in Exhibit B - Subcontractor's Warranties.

#### **ARTICLE X – NON-DISCRIMINATION**

Santa Cruz to comply with all provisions and requirements of Arizona Executive Order 2009-09 **including flow down of all provisions and requirements to any subcontractors**. Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive order 75-5 and may be viewed and downloaded at the Governor of the State of Arizona's website:

[http://www.azgovernor.gov/dms/upload/EO\\_2009\\_09.pdf](http://www.azgovernor.gov/dms/upload/EO_2009_09.pdf)

These provisions are hereby incorporated into this Agreement as if set forth in full herein. During the performance of this Agreement, Santa Cruz shall not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

#### **ARTICLE XI – AMERICAN DISABILITIES ACT (ADA)**

Both Parties shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. If Santa Cruz is carrying out a government program or services on behalf of Pima, then Santa Cruz shall maintain accessibility to the program to the same extent and degree that would be required by Pima under 28 CFR Sections 35.130, 35.133, 35.149 through 35.151, 35.160, 35.161 and 35.163. Failure to do so could result in the termination of this Agreement.

#### **ARTICLE XII – SEVERABILITY**

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable to the full extent permitted by law.

#### **ARTICLE XIII – CANCELLATION FOR CONFLICT OF INTEREST**

This Contract is subject to cancellation for conflict of interest pursuant to ARS § 38-511, the pertinent provisions of which are incorporated into this Contract by reference. In addition, Santa Cruz agrees to comply with all applicable conflict of interest provisions contained in Federal and State laws and regulations that govern specific funding sources identified in the contract, including, but not limited to, those governing nepotism.

#### **ARTICLE XIV – LEGAL AUTHORITY**

Neither party warrants to the other its legal authority to enter into this Agreement. If a court, at the request of a third person, should declare that either party lacks authority to enter into this Agreement, or any part of it, then the Agreement, or parts of it affected by such order, shall be null and void, and no recovery may be had by either party against the other for lack of performance or otherwise.

## **ARTICLE XV – WORKER’S COMPENSATION**

Each party shall comply with the notice of A.R.S. § 23-1022(E). For purposes of A.R.S. § 23-1022, each party shall be considered the primary employer of all personnel currently or hereafter employed by that party, irrespective of the operations of protocol in place, and said party shall have the sole responsibility for the payment of Worker’s Compensation benefits or other fringe benefits of said employees.

## **ARTICLE XVI – NO JOINT VENTURE**

It is not intended by this Intergovernmental Agreement to, and nothing contained in this Intergovernmental Agreement shall be construed to, create any partnership, joint venture or employment relationship between the parties or create any employer-employee relationship between either party and the other party’s employees. Neither party shall be liable for any debts, accounts, obligations nor other liabilities whatsoever of the other, including (without limitation) the other party’s obligation to withhold Social Security and income taxes for itself or any of its employees.

## **ARTICLE XVII – NO THIRD PARTY BENEFICIARIES**

Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement or affect the legal liability of either party to the Agreement by imposing any standard of care different from the standard of care imposed by law.

## **ARTICLE XVIII – FINGERPRINTS**

Santa Cruz shall comply with applicable provisions of A.R.S. § 46-141, which are hereby incorporated as provisions of this Agreement to the extent such provisions are applicable due to statute, case law, Pima Agreement or other legal authority.

## **ARTICLE XIX – PUBLIC INFORMATION**

- A. Pursuant to A.R.S. § 39-121 *et seq.*, all information submitted in response to this solicitation, including, but not limited to, pricing, product specifications, work plans, and any supporting data becomes public information and, upon request, is subject to release and/or review by the general public including competitors.
- B. Any records submitted in response to this solicitation that respondent believes constitute proprietary, trade secret or otherwise confidential information must be appropriately and prominently marked as CONFIDENTIAL by respondent prior to the close of the solicitation.
- C. Notwithstanding the above provisions, in the event records marked “CONFIDENTIAL” are requested for public release pursuant to A.R.S. § 39-121 *et seq.*, Pima shall release records marked CONFIDENTIAL ten (10) business days after the date of notice to the respondent of the request for release, unless respondent has, within the ten day period, secured a protective order, injunctive relief or other appropriate order from a court of competent jurisdiction, enjoining the release of the records. For the purposes of this paragraph, the day of the request for release shall not be counted in the time calculation. Respondent shall be notified of any request for such release on the same day of the request for public release or as soon thereafter as practicable.
- D. Pima shall not, under any circumstances, be responsible for securing a protective order or other relief enjoining the release of records marked CONFIDENTIAL, nor shall Pima be in any way financially responsible for any costs associated with securing such an order.

**ARTICLE XX – ELIGIBILITY FOR PUBLIC BENEFITS**

SANTA CRUZ shall comply with applicable provisions of A.R.S. §§1-501 and 1-502 regarding public benefits, which are hereby incorporated as provisions of this Agreement.

**ARTICLE XXI – OTHER DOCUMENTS**

The Solicitation for Grant Applications (“SGA”) for Youth CareerConnect and Pima County’s response to the SGA are hereby incorporated into and made a part of this Agreement. If there is any inconsistency between items in grant application and any DOL regulation, guidance or OMB cost principle, the DOL regulation, guidance or cost principle will prevail. Santa Cruz must confirm that all costs are allowable before committing to or making an expenditure.

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**SIGNATURES ON NEXT PAGE.**

**ARTICLE XXI – ENTIRE AGREEMENT**

This document constitutes the entire Agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous Agreements and understandings, oral or written, are hereby superseded and merged herein. This Agreement shall not be modified, amended, altered or extended except through a written amendment signed by the parties and recorded with the Pima County Recorder or Arizona Secretary of the State as appropriate.

**THIS AGREEMENT MAY BE SIGNED IN COUNTERPARTS**

IN WITNESS THEREOF, the parties have affixed their signatures to this Agreement on the dates written below.

**PIMA COUNTY**

**SANTA CRUZ COUNTY on behalf of the  
Santa Cruz County Superintendent of  
Schools Office**

\_\_\_\_\_  
Chair, Board of Supervisors

\_\_\_\_\_  
Chair, Board of Supervisors

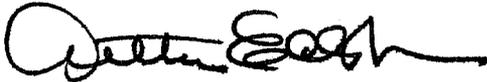
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Date

\_\_\_\_\_  
Date

**ATTEST**

\_\_\_\_\_  
Clerk of the Board

**APPROVED AS TO CONTENT**



\_\_\_\_\_  
Community Services Director

**REVIEWED AND APPROVED AS TO FORM AND POWER**

Pursuant to A.R.S. § 11-952(D), the attorneys for the parties hereto have determined that the foregoing Agreement is in proper form and is within the powers and authority granted to each respective body under the laws of the State of Arizona.

  
\_\_\_\_\_  
Karen S. Friar, Deputy County Attorney

\_\_\_\_\_  
Santa Cruz County Legal Counsel

**EXHIBIT A  
SCOPE OF WORK**

**CONTRACTOR:** Santa Cruz County Board of Supervisors on the behalf of **Santa Cruz County Superintendent of Schools Office**

**PROGRAM:** Youth CareerConnect

**I. PROGRAM OVERVIEW**

A. Pima County, as grantee of the Innovation Frontier Arizona Consortium, received an H1-B Youth CareerConnect ("YCC") Grant from the U. S. Department of Labor to:

1. Provide Science Technology Engineering and Math (STEM) training and support for 940 youth in the areas of:
  - a. Applied information technology
  - b. Industrial technology
  - c. Biotechnology; and
  - d. Aviation technology
2. Provide education and training pathways that offer rigorous academic and technical curriculum focused on specific H-1B careers to youth in grades 9-12 in Santa Cruz County;
3. Provide an industry defined curriculum alignment between high schools and community colleges in the target occupations;
4. Develop career pathways that increase accessibility of high-paying jobs to disadvantaged populations; and
5. Coordinate efforts of workforce programs and educators to provide students with challenging, relevant learning opportunities and meet employers' STEM needs.

B. One component of the YCC is the Career Readiness and Educational Opportunities ("CREO") program for high school students in Santa Cruz County.

C. Santa Cruz will conduct CREO activities through partnerships with Metromatemáticas to implement its Math Learning Model and Aguila Youth Leadership to implement its College Bound Model.

D. Unless otherwise specified herein, participation in programs and activities financially assisted in whole or in part by this Contract shall be open to citizens of the United States, lawfully admitted permanent resident aliens, lawfully admitted refugees and parolees, and other individuals authorized by the U.S. Attorney General *to work in the United States*.

**II. PROGRAM ACTIVITIES**

A. General YCC and CREO operations and implementation. Santa Cruz shall hire a full-time CREO Project Director. The CREO Project Director shall:

1. Implement the CREO to bring the Metromatemáticas Math Learning Program (or other approved Applied Mathematics Instruction Model) and the Aguila Youth Leadership

College Bound Program to each site serving 9<sup>th</sup> to 12<sup>th</sup> grade students in Santa Cruz County.

2. Supervise CREO Program staff and operations at each site.
3. Disseminate information and conduct outreach activities to market CREO Program to the community at large.
4. Coordinate CREO Program activities and services with principals and counselors at each location offering the program.
5. Coordinate IFA partner activities within Santa Cruz to further the requirements and benefits of the CREO Program.
6. Build community and business engagement in the CREO Program, including the development of internships and formal mentoring opportunities with local businesses.
7. Establish criteria for identification, recruitment and enrollment of interested, eligible students enrolled in 9<sup>th</sup> through 12<sup>th</sup> grades, including students who have dropped out and re-enrolled prior to, or in conjunction with, enrollment in the CREO Program.
8. Enroll interested, eligible students at all levels of proficiency in YCC and CREO beginning in Fall 2014. Program model must cover the student's final two years of high school and first two years of college. The program must include industry-specific classes available only to students enrolled in the YCC program. All program services must be provided at no cost to the students.
9. Conduct intake and establish participant files containing documentation of eligibility, grant-funded and match-funded activities and outcomes such as attainment of industry-recognized credentials, entry into unsubsidized employment, retention and pre- and post-program earnings for each participant. Enter participant demographic characteristics, enrollment, activity, outcome and exit data in a secure database/data transmittal system to be provided by Pima County.
10. Plan college and career readiness activities with Aguila Youth Leadership Institute, Inc. ("Aguila").
11. Expose students to the workforce by providing paid internships and formal industry mentoring opportunities. All work-based learning activities must be conducted in compliance with State and Federal child labor laws.
12. Provide documentation of Arizona Department of Education funding for participating students and other non-federal funding being used as program match.
13. Develop strategies for all components of YCC and CREO to be continued through public education funding, local workforce investment act program, private company sponsorship, or other ongoing fund sources.
14. Establish Superintendent's Commission to provide continued governance, structure, and leadership to CREO.
15. Establish monthly meetings with workforce, business and community college partners to:
  - a. Review curriculum content and sequence;
  - b. Review student status, retention and progression; and
  - c. Address unanticipated barriers.

16. Contract with an external evaluator and management consultant to:

- a. Conduct on-site assessments;
- b. Provide quality control functions;
- c. Support implementation through regular technical assistance visits;
- d. Recommend improvements;
- e. Submit reports to management council;
- f. Conduct & prepare summative evaluations;
- g. Prepare quarterly and annual reports to Pima, and
- h. Advise Superintendent's Commission and CREO Management Team.

B. Applied Mathematics Instruction. Santa Cruz shall, through the CREO Project Director, implement an Applied Mathematics Instruction Model ("AMIM") in high schools in Santa Cruz County. The preferred AMIM is the Metromatemáticas math learning program (Metromatemáticas) of the Centro Metrologico de Mexico ("CMM"), a Mexican corporation. In the event that Santa Cruz cannot contract with CMM, Santa Cruz shall obtain written approval from Pima to contract for and implement an AMIM that is substantially equivalent to Metromatemáticas. Additionally, Santa Cruz shall:

1. Contract with Metromatemáticas America (or another AMIM provider approved by Pima) to provide:
  - a. Training and certification of ten Math Teachers in the AMIM. Basic training in the AMIM methods will be at least 120 hours. If the contract is with Metromatemáticas America, training may be conducted at the Guaymas, Sonora Metromatemáticas Laboratory;
  - b. Metromatemáticas Virtual Laboratory Pilot Package licenses (or equivalent);
  - c. A 40 hour "Train the Trainers" Web seminar in Metromatemáticas Virtual Laboratory or the AMIM selected; and
  - d. Consultation on the equipping of two basic five-station labs and one advanced lab.
2. Procure and purchase materials, supplies and equipment for two Basic AMIM Labs and one Advanced AMIM Lab.
3. Contract with Santa Cruz Valley Unified School District to:
  - a. In consultation with Metromatemáticas (or the AMIM provider), set up the Basic and Advanced AMIM Labs, using the materials, supplies and equipment purchased by Santa Cruz;
  - b. Hire at least one full-time qualified mathematics teacher to be trained in and teach the AMIM labs and train and guide other math teachers to teach AMIM labs;
  - c. Plan and conduct both basic and advanced AMIM Labs at Rio Rico High School; and
  - d. Coordinate regular and AMIM math instruction with other Science Technology Engineering and Math Programs at Rio Rico High School.
4. Contract with Santa Cruz County Provisional Community College District to:
  - a. Teach STEM skills to students using the AMIM curriculum and labs.

- b. Set up a Basic AMIM Lab, using equipment purchased by Santa Cruz, in consultation with the AMIM provider; and
  - c. Employ a part-time math instructor to provide the AMIM Learning Program curriculum to high school students who attend schools in and around Nogales.
- C. Aguila Youth Leadership. Santa Cruz shall enter into a contract with Aguila Youth Leadership Institute, Inc., 3030 N. 3<sup>rd</sup> Street, Suite 970, Phoenix, AZ 85012-3062 to:
1. Hire a College and Career Counselor/Coach to work three days per week at the Nogales High School STEM Center and two days per week at Rio Rico High School STEM Center. The Counselor/Coach shall:
    - a. Provide individualized assessment and career and academic counseling to each student enrolled in YCC to establish an Individual Development Plan (IDP); and
    - b. Conduct monthly reviews of IDPs with career counselor and identify:
      - i. Barriers to success and a plan to address those barriers; and
      - ii. Opportunities for achievement and plans to capitalize on those opportunities.
  2. Provide and/or coordinate age and grade appropriate activities in following key services:
    - a. Tutoring and Academic Support;
    - b. Education and career advising;
    - c. Family Outreach and Awareness;
    - d. Career Exploration;
    - e. College Admission Assistance;
    - f. Financial Aid Guidance;
    - g. Career Exploration; and
    - h. College Applications.
  3. Provide small-learning community strategies and activities, to include twice-monthly physical or on-line activities such as employability skills, study skills, online course-taking skills and industry specific topics. "Small-learning community" means autonomous groups of students and teachers in a more personalized learning environment that can better meet the needs of students. Generally, the same teachers and student remain together from grade to grade. Teachers in these units usually have common planning time to allow them to develop interdisciplinary projects and keep up with the progress of their shared students.
- D. Santa Cruz shall ensure that:
1. Activities are conducted in compliance with all state, local and federal laws and regulations applicable to the YCC program, including those specifically set forth in **Attachment A-1** to this Exhibit.
  2. A list of all applicants and reason for selection or non-selection and of all participants and their subsequent activities is maintained and current at all times.
  3. Compliance with YCC and CREO participant employment restrictions and compliance requirements:

- a. No currently employed worker shall be displaced by any participant, including partial displacement such as a reduction in the hours of non-overtime work or a reduction of employment benefits. Santa Cruz shall prohibit such displacement in all subcontracts.
- b. Participants shall not be employed on the construction, operation, or maintenance of any facility used or to be used for sectarian instruction or as a place for religious worship.
- c. Participants engaged in activities that are not covered under the Occupational Safety and Health Act of 1970 shall not be required or permitted to work, be trained, or receive services in buildings or surroundings under which working conditions are unsanitary, hazardous or dangerous to the participants' health or safety. Participants employed or trained for inherently dangerous occupations, e.g. fire or police jobs, shall be assigned to work in accordance with reasonable safety practices.
- d. Santa Cruz and employers providing job opportunities for participants shall comply with Department of Labor guidance on veterans' priority.

### III. PERFORMANCE REQUIREMENTS

Outcome Measure	Projected Outcomes Year 1	Projected Outcomes Year 2*	Projected Outcomes Year 3*	Projected Outcomes Year 4*	Project Outcomes Total
Number of new participants to enroll in program	50	50	50	50	200
Number of participants to be served in program	50	95	136	136	417
Number of participants that will participate in formal industry mentoring	0	10	25	25	60
Number of participants that will participate in an internship	0	10	50	50	110
Average number of post-secondary credit(s) each participant will attain during program	0	0	3	3	6
Average program retention percentage rate per year per participant	90%	90%	90%	90%	90%

\*Contingent upon satisfactory performance and renewal of Agreement.

#### IV. BUDGET.

A. Santa Cruz shall be paid on a Cost Reimbursement basis, as follows:

DESCRIPTION	YEAR 1	YEAR 2	YEAR 3	YEAR 4	TOTAL
Personnel	\$ 65,000.00	\$ 55,000.00	\$ 27,500.00	-0-	\$ 147,500.00
Fringe benefits	\$ 22,750.00	\$ 19,250.00	\$ 9,625.00	-0-	\$ 51,625.00
Travel	\$ 3,275.00	\$ 1,275.00	-0-	-0-	\$ 7,556.00
Equipment	\$393,084.00	\$ 37,250.00	-0-	-0-	\$ 360,000.00
Supplies	\$ 23,677.00	\$ 6,000.00	-0-	-0-	\$ 65,000.00
Contractual	\$245,900.00	\$205,595.00	\$140,200.00	-0-	\$ 623,700.00
<b>TOTAL</b>	<b>\$753,686.00</b>	<b>\$324,370.00</b>	<b>\$177,325.00</b>	<b>-0-</b>	<b>\$1,255,381.00</b>

B. **Santa Cruz warrants that it has committed \$320,000.00 in matching funds over the next four (4) years** (2014-15, 2015-16, 2016-17 and 2017-18) based on student instructional costs in the AMIM and STEM Center. Amount is based on an estimated \$750.00 from State Average Daily Membership per student for a total of 400 students over the four years.

C. Total payment to Santa Cruz **shall not exceed \$1,255,381.00**.

D. End of year budget modifications, if sought, must be submitted forty-five (45) days prior to the termination date of this Contract and shall comply with the provisions of Article III, Paragraph D of this Contract.

V. **REPORTS.** Santa Cruz shall submit to Pima the following reports. Pima will utilize this data to prepare quarterly reports for the U.S. Department of Labor Employment and Training Administration:

- A. A quarterly progress report of participant outcomes per paragraph C above by the 15<sup>th</sup> of the following month. This report should include a narrative on progress to date, challenges and successes encountered, corrective actions if any, and success stories.
- B. Monthly invoices ("payment requests") for compensation earned and costs incurred by the 15<sup>th</sup> working day of each month, and an accounting of match funds earned.
- C. A **preliminary financial closeout** report is due within two (2) weeks of June 30th (end of fiscal year) or sooner if notified by Pima.
- D. A **final financial closeout report**, on forms provided by Pima, within thirty (30) days after the end of the term of this Contract, unless Pima notifies Santa Cruz of a different time period.
- E. A **final program report** of client activities, including a list of clients to be carried over beyond the Contract term, within ten (15) days after the end of the term of this Contract, unless Pima notifies Santa Cruz of a different time period.
- F. A **sustainability report** will be required to be included in the final program report for Year 3 detailing plans for funding the continuation of all YCC activities after Year 4.
- G. Other reasonable records and reports as required by the Director or designee of the CSET Dept.

END EXHIBIT A

- A. Contractor shall ensure that:
1. Prior approval is received before purchasing equipment costing more than \$5,000.00.
  2. No equipment shall be purchased in the final year of the grant award.
  3. It complies with Workforce Investment Act 667.200; 667.260; 667.300; 667.410; 667.500; 667.510; and 667.700.
  4. Consultant fees may not exceed \$585 a day.
  5. A written grievance process is provided to all applicants and participants with the opportunity for a fair hearing for grievances and ensure that all applicants and participants are advised of their right to present any grievances arising from the delivery of contracted services, including but not limited to, ineligibility determination, service reduction, suspension and/or termination from program participation, or quality of service to Pima or to the State.
- B. Contractor shall comply with Department of Labor guidance on veterans' priority.
- C. Contractor agrees to cooperate with Pima County and the DOL in the conduct of a third-party evaluation, including providing to DOL or its authorized contractor appropriate data and access to program operating personnel and participants in a timely manner.
- D. The following provisions apply to all Contractor's activities under this Contract:
1. Intellectual Property Rights. The following provisions apply:
    - a. To ensure that the Federal investment of these funds has as broad an impact as possible and to encourage innovation in the development of new learning materials, as a condition of the receipt of a YCC grant, the Contractor and Pima will be required to license to the public all work (except for computer software source code, discussed below) created with the support of the grant under a Creative Commons Attribution 4.0 (CC BY) license. Work that must be licensed under the CC BY includes both new content created with the grant funds and modifications made to pre-existing, grantee-owned content using grant funds.
    - b. Only work that is developed by the grantee with the grant funds is required to be licensed under the CC BY license. Pre-existing copyrighted materials licensed to, or purchased by the grantee from third parties, including modifications of such materials, remains subject to the intellectual property rights the grantee receives under the terms of the particular license or purchase. In addition, works created by the grantee without grant funds do not fall under the CC BY license requirement.
    - c. The purpose of the CC BY licensing requirement is to ensure that materials developed with funds provided by these grants result in work that can be freely reused and improved by others. When purchasing or licensing consumable or reusable materials grantees are expected to respect all applicable Federal laws and regulations, including those pertaining to the copyright and accessibility provisions of the Federal Rehabilitation Act.
    - d. Further, the Department requires that all computer software source code developed or created with YCC grant funds will be released under an intellectual property license that allows others to use and build upon them. Specifically, Contractor and Pima will release all new source code developed or created with grant funds under an open license acceptable to either the Free Software Foundation and/or the Open Source Initiative.

- e. For further information on the CC BY license requirement of YCC grants, please contact [atycc@dol.gov](mailto:atycc@dol.gov). Additional training on the CC BY licensing requirements of the YCC grant program will be conducted during the first year of the grant.
- f. Separate from the CC BY license to the public, the Federal Government reserves a paid-up, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for federal purposes: 1) the copyright in all products developed under the grant, including a subgrant or contract under the grant or subgrant; and 2) any rights of copyright to which the grantee, subgrantee or a contractor purchases ownership under an award (including but not limited to curricula, training models, technical assistance products, and any related materials). Such uses include, but are not limited to, the right to modify and distribute such products worldwide by any means, electronically or otherwise. Federal funds may not be used to pay any royalty or licensing fee associated with such copyrighted material, although they may be used to pay costs for obtaining a copy which are limited to the developer/seller costs of copying and shipping. If revenues are generated through selling products developed with grant funds, including intellectual property, these revenues are program income. Program income is added to the grant and must be expended for allowable grant activities.
- g. If applicable, the following needs to be on all products developed in whole or in part with grant funds:

This workforce solution was funded by a grant awarded by the U.S. Department of Labor's Employment and Training Administration. The solution was created by the grantee and does not necessarily reflect the official position of the U.S. Department of Labor. The Department of Labor makes no guarantees, warranties, or assurances of any kind, express or implied, with respect to such information, including any information on linked sites and including, but not limited to, accuracy of the information or its completeness, timeliness, usefulness, adequacy, continued availability, or ownership.

- 2. Rebates - Contractor agrees to advise Pima and the Grant Officer, in writing, of any forthcoming income resulting from lease/rental rebates or other rebates, interest, credits or any other monies or financial benefits to be received directly or indirectly as a result of or generated by these award dollars. Appropriate action must be taken to ensure that the Government is reimbursed proportionally from such income.
- 3. Publicity & public announcements - No funds provided under this grant shall be used for publicity or propaganda purposes, for the preparation, distribution or use of any kit, pamphlet, booklet, publication, radio, television or film presentation designed to support or defeat legislation pending before the Congress, except in presentation to the Congress itself. Nor shall grant funds be used to pay the salary or expenses of any grant or agreement awardee or agent acting for such awardee, related to any activity designed to influence legislation or appropriations pending before the Congress. When issuing statements, press releases, requests for proposals, bid solicitation, and other documents describing project or programs funded in whole or in part with Federal money, all awardees receiving Federal funds, shall clearly state (1) the percentage of the total cost of the program or project which will be financed with Federal money, and (2) the dollar amount of Federal funds for the project or program.
- 4. Audits - Contractor agrees to comply with the required financial and compliance audits in accordance with the Single Audit Act of 1984.
- 5. Salary & bonus - Under Public Law 109-234 and Public Law 111-8, Section 111, none of the funds appropriated in Public Law 111-5 or prior Acts under the heading "Employment and

Training” that are available for expenditure on or after June 15, 2006, shall be used by a recipient or sub-recipient of such funds to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II. The salary and bonus limitation does not apply to vendors providing goods and services as defined in OMB Circular A-133. See Training and Employment Guidance Letter No. 5-06 for further clarification, available at [http://wdr.doleta.gov/directives/corr\\_doc.cfm?DOCN=2262](http://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=2262).

6. Other executive orders and special clauses:

a. Executive Order 13513: Sec. 4. Text Messaging While Driving by Government:

Contractors, Subcontractors, and Recipients and Subrecipients. Each Federal agency, in procurement contracts, grants, and cooperative agreements, and other grants to the extent authorized by applicable statutory authority, entered into after the date of this order, shall encourage contractors, subcontractors, and recipients and subrecipients to adopt and enforce policies that ban text messaging while driving company-owned or -rented vehicles or GOV, or while driving POV when on official Government business or when performing any work for or on behalf of the Government. Agencies should also encourage Federal contractors, subcontractors, and grant recipients and subrecipients as described in this section to conduct initiatives of the type described in section 3(a) of this order.

b. Executive Order 13333: This agreement may be terminated without penalty, if the grantee or any subgrantee, or the contractor or any subcontractor: 1) engages in severe forms of trafficking in persons or has procured a commercial sex act during the period of time that the grant, contract, or cooperative agreement is in effect; or 2) uses forced labor in the performance of the grant, contract, or cooperative agreement (22 U.S.C. § 7104(g)).

**END ATTACHMENT A-1 TO EXHIBIT A**

**EXHIBIT B**  
**SUBCONTRACTOR'S WARRANTIES**

As evidenced by the signature of Santa Cruz's authorized representative in the space provided after this paragraph, Santa Cruz certifies that, in carrying out its obligations pursuant to this Agreement, it shall comply with applicable laws, regulations, requirements and special provisions as follow:

1. Workforce Investment Act, P.L. 105-220, and regulations adopted pursuant to that Act, including 20 CFR Part 652, et al, and 29 CFR Part 37.
2. Child labor laws, including, but not limited to A.R.S. § 23-230 *et seq*, to the extent that such provisions are applicable due to statute, case law, Pima contract or other legal authority.
3. Fingerprinting, including but not limited to A.R.S. § 46-141, to the extent that such provisions are applicable due to statute, case law, Pima contract or other legal authority.
4. Santa Cruz certifies that no funds provided pursuant to this Contract shall be used for any partisan or non-partisan political activity or to further the election or defeat of any candidate for public office. No funds provided pursuant to this Contract shall be used to transport voters or prospective voters to and from the polls or render similar assistance in connection with any such election or any voter registration activity.
5. Arizona Department of Economic Security Special Terms and Conditions
6. 29 CFR Part 96, Single Audit Act
7. 29 CFR Parts 33 and 34, Nondiscrimination and Equal Opportunity Requirements
8. Fair Labor Standards Act, and regulations adopted pursuant to that Act
9. 29 CFR Part 98, Debarment and Suspension; Drug Free Workplace  
Santa Cruz certifies that neither it nor its principals are presently debarred, suspended, proposed for Debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
10. 29 CFR Part 93 Lobbying Certification  
College certifies that no federal funds have been paid or will be paid, by or on behalf of the College to any person or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal Agreement, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative contract.
11. 29 CFR Part 97, Uniform Administrative Requirements for State/local Governments and Indian Tribes
12. OMB Circular A-87, Cost Principles for State/Local Governments and Indian Tribes.

END EXHIBIT B