



Contract Number: MA CS-13 * 599
Effective Date : 7-1-13
Term Date : 6-30-14
Cost : \$1,014,795.-
Revenue : _____
Total : _____ NTE: _____
Renewal By : Action
Term : 4-1-14
Reviewed by: JR 6-30-14

BOARD OF SUPERVISORS AGENDA ITEM SUMMARY

Requested Board Meeting Date: _____

ITEM SUMMARY, JUSTIFICATION &/or SPECIAL CONSIDERATIONS:

Intergovernmental Agreement between Pima County and Pima Community College District is for Pima College to provide workforce development services for youth and adults in Pima County.

CONTRACT NUMBER (If applicable): MA-13-0599

STAFF RECOMMENDATION(S):

Approval by the Board of Supervisors.

CORPORATE HEADQUARTERS: _____

Procure Dept 06/26/13 AM 10:38

To: CoB - 7-24-13
Agenda - 8-6-13
(2)

CLERK OF BOARD USE ONLY: BOS MTG. _____

ITEM NO. _____

PIMA COUNTY COST: \$ 1,014,795.00

GENERAL FUNDS COST: \$ 90,000.00

GRANT FUNDS COST: \$ 924,795.00

and/or REVENUE TO PIMA COUNTY: \$ _____

FUNDING SOURCE(S): Grant funds: Workforce Investment Act (WIA), Veterans, and Housing, and General Fund (funding source/expenditure determined on client eligibility.)

(i.e. General Fund, State Grant Fund, Federal Fund, Stadium D. Fund, etc.)

Advertised Public Hearing:

		YES	X	NO
--	--	-----	---	----

Board of Supervisors District:

1		2		3		4		5		All	
---	--	---	--	---	--	---	--	---	--	-----	--

IMPACT:

IF APPROVED:

Pima Community County Community College District will be able to provide workforce development services for youth and adults in Pima County.

IF DENIED:

Pima Community County Community College District will be able to provide workforce development services for youth and adults in Pima County.

DEPARTMENT NAME: COMMUNITY SERVICES

CONTACT PERSON: Rise Hart TELEPHONE NO.: 243-6766

CONTRACT

NO. MP. CS. 13000000000000000000 599

AMENDMENT NO. _____

This number must appear on all
invoices, correspondence and
documents pertaining to this
contract.

- B. Request for payment for services under this Agreement must be certified on invoices, signed by an authorized representative of the College, and supported by documentation, including voucher authorizing activity, attendance records and completion certifications, if applicable. County representatives will verify these documents.
- C. Payment by County will generally occur in thirty (30) days from the date the submission is received by the Pima County Finance Department. District should budget their cash needs accordingly.
- D. The District may not bill the County for costs which are paid by a source other than this Agreement. The District must notify the County within ten days of notification or receipt of alternative funding for costs which would otherwise be subject to payment pursuant to this Agreement.
- E. Changes between cost reimbursement budget line items totaling less than 15% of the Agreement amount may be granted by the County Director of Community Services Employment and Training following College's submission of a written request provided that any proposed increase is offset by a decrease of equal value to the remaining line items. Granting of a qualifying change request is within the discretion of the County Community Services Employment and Training Director and shall be effective only upon issuance by the Director of written authorization specifying the effective date of the change. Agreement amendment is required for any change or changes totaling more than 15% of Agreement amount.

ARTICLE III - SCOPE OF WORK/SERVICES

- A. This Agreement establishes the terms under which the District will provide County with services in accordance with the attached **Attachment A, Scope of Work**. All services shall comply with the requirements and specifications as called for in this Agreement.
- B. Each party agrees to inform the other party of any code of conduct infractions of, or disciplinary actions taken against, a person that is enrolled in both College and Pima County One Stop courses or programs. When the disciplining party deems it appropriate, in put on the person's behavior may be sought from the other party.

ARTICLE IV – INSURANCE

- A. College 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 College;
 - 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.

ARTICLE V - NOTICES

District shall give written notice of any change of address not more than fifteen 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:

County:

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

District:

Suzanne Miles
Provost and President, Community Campus
Pima Community College
Community Campus
401 North Bonita Avenue
Tucson, Arizona 85709
(520) 206-6577

ARTICLE VI - TERMINATION/SUSPENSION

- A. Termination for Convenience: County reserves the right to terminate this Agreement at any time and without cause by serving upon the College 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, the County, shall there upon have the right to terminate or reduce the Agreement dollar amount of this Agreement by giving the College 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, the County's only obligation to College shall be payment for services rendered prior to the date of termination.
- B. Suspension: County 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: County 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 the county's best interest to suspend this Agreement. In the event of such suspension, the College shall assist County 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 County shall not exceed the amount of funds allocated to and made available to County 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. County 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 the County uses to pay obligations pursuant to this IGA

suspends, cancels or terminates its Agreement with County or gives notice to County of intent to suspend or terminate its Agreement with County.

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. The College 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, College, as Subgrantee, 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 - Subgrantee's Warranties.

ARTICLE X - NON-DISCRIMINATION

The College 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 which is hereby incorporated into this Agreement as if set forth in full herein. During the performance of this Agreement, College 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 the College is carrying out a government program or services on behalf of County, then the College shall maintain accessibility to the program to the same extent and degree that would be required by the County 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 - CONFLICT OF INTEREST

This Agreement is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated herein by reference.

ARTICLE XIV - NON-APPROPRIATION

Notwithstanding any other provision in this Agreement, this Agreement may be terminated if for any reason the Pima County Board of Supervisors does not appropriate sufficient monies for the purpose of maintaining this Agreement. In the event of such cancellation, Pima County shall have no further obligation to the College other than for payment for services rendered prior to cancellation.

ARTICLE XV - 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 XVI - 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 XVII - 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 XVIII - 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 XIX - FINGERPRINTS

College 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, County Agreement or other legal authority.

ARTICLE XX – 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.*, County 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. County shall not, under any circumstances, be responsible for securing a protective order or other relief enjoining the release of records marked CONFIDENTIAL, nor shall County be in any way financially responsible for any costs associated with securing such an order.

ARTICLE XXI – ELIGIBILITY FOR PUBLIC BENEFITS

AGENCY 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 to the extent such provisions, are applicable.

THE REMAINDER OF THIS INTENTIONALLY LEFT BLANK

ARTICLE XXIII - 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.

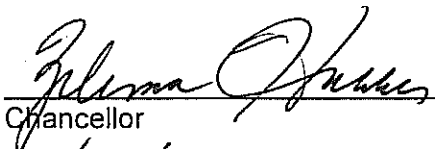
IN WITNESS THEREOF, the parties have affixed their signatures to this Agreement on the dates written below.

PIMA COUNTY

Chair, Board of Supervisors

Date

COLLEGE



Chancellor

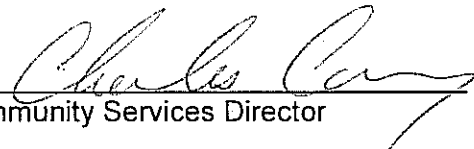
6/17/13

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.



Deputy County Attorney

3-29-13

Date



College Legal Counsel

5/10/2013

Date

PIMA COMMUNITY COLLEGE

WORK STATEMENT NO. 1

Title: Tuition and/or Fees for Credit, Non Credit and Clock Hour classes and activities including but not limited to all certificate and degree programs; and special projects requested by County.

A. Funding

Funding shall be from a variety of sources that include Workforce Investment Act funds, other federal funds, as well as state and local funds. A Pima County One Stop Center representative shall determine the funding source of each referral. Referred individuals will be provided a voucher indicating the type of service, amount, and funding source.

B. Program Overview

College shall provide One Stop participants with quality training in demand industries that leads to industry recognized certificates. College shall accept County vouchers for College tuition-based services that include: Credit classes, Non-Credit classes, and Clock Hour classes and activities offered at the College's sites at the off-the-shelf College rates. Vouchers include tuition and/or fees.

C. Program Goals

1. Prepare members of the labor force for current and projected occupations that offer self-sufficient wages or occupations that have a clear career path leading to self-sufficiency.
2. Assist in the economic development of Pima County by helping to develop a trained, productive labor force that meets employer needs.
3. Coordinate workforce efforts through the One Stop Career Center System by providing employment and training services authorized under the Workforce Investment Act by working with County, mandated partners, and other colleges.
4. Upgrade the community's workforce through tuition assistance for College's classes.
5. Participate in regional workforce activities with Southern Arizona County One Stops, Economic Development agencies, Community Colleges, and Arizona's University system.

D. Program Activities

College shall:

1. Maintain an Internet site where participants can access College registration.
2. Accept County One Stop clients into College programs who are registered with the County One Stop and have been referred with a voucher by an authorized representative of County.
3. Inform clients of student services for successful College achievement offered through the College.
4. Provide College staff located at One Stop sites with participant progress reports.
5. Notify One Stop when a participant receives or is eligible to receive a certificate of completion and/or diploma.

E. Program Location

Various College Campuses or affiliated sites including One Stop sites.

F. Target Population

Persons who have been provided a voucher for services from an authorized representative of the County.

G. Outputs/Numbers - College shall serve County One Stop referred participants.

H. Outcomes

80% of the students enrolled in coursework shall complete the coursework.

I. Reporting

College shall maintain up-to-date records of the progress of any clients registered through County programs and provide progress information to County on a monthly basis including:

1. Identifying the person and the voucher number on invoices.
2. Complying with priorities for Intensive and Training Services established by the Workforce Investment Board.
3. Forwarding to County One Stop a quarterly list of clients served and the amount of Pell Grant received by each.
4. Providing, within 30 days of close of a session or semester, a certified statement of the amount of credits generated by County clients for whom the College will be able to claim Full Time Student Equivalency. County will use information for matching fund requirements of grantors.
5. Providing completion results of clients referred.
6. Using its own attendance procedures during the provision of services under this Agreement.
7. Using its own regular established procedures as they relate to official education records.

J. Budget

1. College shall be paid on a **Unit Cost** tuition and/or fee basis per published prices.
2. Requests for services under this Work Statement shall be initiated with a voucher provided to the workforce client issued by an authorized County Representative.
3. County shall provide College with a list of authorized County Representatives.
4. A voucher may be issued directly to the College by the Community Services Director. The voucher specifies the course/program of study, duration, cost that County shall reimburse and funding source.
5. **Total payment shall not exceed \$550,000.00.**

WORK STATEMENT NO. 2

Title: Workplace Literacy

A. Funding

Funding shall be from a variety of sources including Workforce Investment Act, other federal funds, as well as state and local funds. A Pima County One Stop Center representative will request a class with a specific start and end date, number of hours, and minimum number of participants. ~~Classes are billed by the hour unless county and College negotiate a cost for a~~ class. County will provide two week notice for cancellations, and classes that are canceled by the County due to low enrollment will be billed for two weeks after notification while remaining participants are transitioned to other activities.

B. Program Overview

Prepare clients to meet qualifications to enter College classes, improve work skills, prepare

for work, or prepare for training. Offer classes at client's worksite during convenient times and days that meet the needs of incumbent workers. Provide training at various County sites and times as requested by the County.

C. Program Goals

Provide skills enhancement services to enable persons to prepare for college programs, better employment, G.E.D. certification and/or meet the next level of their career goal.

D. Program Activities

College shall provide Workplace Literacy that shall:

1. Place class(es) in County designated space as arranged by County.
2. Arrange qualified instructors for all classes.
3. Follow Arizona Department of Education Adult Education Learning standards.
4. Provide County with a record of progress for each participant as requested.
5. Work with participating employers to prepare participants for workplace based needs in that industry.
6. Prepare participants to meet the requirements of the program they plan to enter.
7. Provide instruction for cohorts of a minimum of 4 and maximum of 25 students, with an optimal class size range of 15-20.

E. Program Location - Various sites as determined by the County.

F. Target Population - Workforce development clients of Pima County.

G. Number Served - Provide service for up to 1000 clients.

H. Outcomes

75% of the class completers shall demonstrate improvement of basic skills as measured by a pre-post test.

I. Reporting

The College shall provide the County's referral source or other County partner progress reports and completion certificates upon request.

J. Budget

1. College shall be paid on a **Unit Cost** basis of \$75.00 per hour for class activities or a negotiated class rate for instruction.
2. **Total payments shall not exceed \$82,500.00.**

WORK STATEMENT NO. 3

Title: GED Testing

A. Funding

Funding shall be from a variety of sources including Workforce Investment Act, other federal funds, and state and local funds. An authorized representative of County shall authorize testing and determine the funding source for each client.

B. Program Overview

Provide GED test examiner(s) at various County locations as requested by County and agreed upon by College and as approved by the Arizona Department of Education as an Addendum Site.

C. Program Goals

GED testing at County sites eliminates barriers for test taking and enables persons to prepare for the next level of their career goal.

D. Program Activities

Provide a GED testing examiner(s) at a County requested Addendum Site. College's testing examiner(s) shall be available at least every two months to administer the GED test to County clients. GED testing shall include travel, supplies and examiner cost, including student orientation and test results. Up to 20 students shall participate in each testing session.

E. Program Location

Pima County's Las Artes Center
23 W. 27th St.
South Tucson, AZ 85713

Las Artes
201 W. Esperanza Ave
Ajo, AZ 85321

County may request additional Program Locations by submitting a letter of request to be approved by the College and by the Arizona Department of Education as an Addendum Site. Additional Program Locations may be subject to additional expenses.

F. Target Population - Las Artes' Students and other County referrals.

G. Outputs/Number Served - Provide services for up to 150 clients.

H. Reporting - College shall provide the County a review of testing results.

I. Budget

1. GED Examiner Costs: \$30.00 per hour
2. Supply Costs: up to \$600.00
3. Travel Costs: up to \$800.00
4. **Total payments shall not exceed \$9,990.00**

WORK STATEMENT NO. 4

Title: Staff

A. Funding

Funding shall be from a variety of sources that may include Workforce Investment Act Funds (WIA), other federal program funds, state and local funds.

B. Program Overview

College shall hire or retain staff, which will be stationed at the County One Stop Center. County shall provide space, furniture, computers, phones and supplies for College staff stationed at the One Stop.

C. Program Goals

College shall provide coordinated efforts to assist One Stop Clients to access College programs and assist One Stop youth clients to link with appropriate College occupational programs.

D. Program Activities

1. County shall:
 - a. Fund 0.5 FTE of each of the following College staff stationed at the County One Stop:
 - i. Program Coordinator
 - ii. Student Services Advanced Specialist
 - b. Assign College staff to this project that will work as part of the One Stop team to insure that the progression from Core to Intensive to Training services is available to those who need it within resource limitations. The team will refer clients to mandated partner programs as well as College's programs.
 - c. Be responsible for the supervision and coordination of staff with College.
2. In relation to College staff assigned to the One Stop pursuant to this agreement, College shall:
 - a. Provide qualified staff for the positions set forth in section D(1)(a) above to be stationed at County One Stop Center location(s).
 - b. Ensure that at least one member of County's One Stop staff participates in the interview process for selecting staff to be assigned to the One Stop.
 - c. Work with the One Stop Supervisor to evaluate the performance of each staff member.
 - d. Ensure that staff attends One Stop meetings and participate in One Stop program training and other activities, as assigned.
 - e. Submit vacation requests to and obtain approval from both the College and the One Stop Supervisor.
 - f. Ensure that staff call the One Stop Supervisor if he or she will be out due to illness.
 - g. Provide the One Stop supervisor with a schedule of District meetings that each staff member must attend.
3. Program Coordinator duties shall be, but are not limited to:
 - a. Provide comprehensive student services to include:
Admission, advising, financial aid, career planning, registration, verifying degree plan or certificate for graduation, processing book vouchers, identify appropriate services for clients, etc.
 - b. Develop and implement programs to include:
Set up skills training, coordinate facilities and tours, provide announcements on deadlines and program information, and provide updates on degree, certificate and skills programs.
 - c. Office Management to include:
Oversee the daily office operations and supervise Student Services Advanced Specialist.
 - d. Maintain records system to include:
~~Case notes, enrollment tracking, assist case managers to assess student academic progress, develop and on-going assessment of budget, review and process invoices, progress reports, research and produce various reports.~~
 - e. Liaison between County and College:
Scheduling meetings with case managers, recruitment, serve on boards and committees, conduct presentations and workshops, and interact with community non-profit and business organizations. Communicate what resources need to be

reallocated based on new priorities, new grants, or new funding streams.

4. Student Services Advanced Specialist duties shall be as follows, but are not limited to: Customer Service activities consisting of admission, advising, financial aid, career planning, registration, processing book vouchers, distribute information to client groups, recruitment, serving on various committees and preparing variety of reports.
5. All staff duties shall be as follows, but are not limited to:
Maintenance of up-to-date records of the progress of any clients registered through the One Stop and providing progress information on a regular basis, as requested. These records will be maintained by the College's Student Services Advanced Specialist and Program Coordinator, and will include: College required forms, attendance records, and measures of training progress.

E. Program Location - Pima County One Stop.

F. Target Population - College staff shall serve Adults, Dislocated Workers, and Youth.

G. Outputs/Number - College shall serve County One Stop referred participants.

H. Outcomes - Target goal is to have 80% of students enter Pima College and attain a certificate or diploma.

I. Reporting

Provide progress reports in the following manner for all projects:

1. Records of any clients registered through County progress as to completion of course, certificate and/or degree.
2. Up-to-date records on each client, including County required forms, attendance records, chosen majors, tests and other measures of training progress, individual corrective action plans for clients who are not progressing at a desired rate, case notes, and the Employment Plan.
3. Mid and end semester reports on each client that identifies each by funding source, by name, by project, shows start and expected end date of each, and notes any progress benchmarks achieved by client, and any issues or situations that may require an adjustment in clients scheduled exit date. Reports may be done in a spreadsheet format.

J. Budget

1. The College shall be paid on a **Cost Reimbursement** basis in accordance to the following schedule:

Budget Description	Cost
Staff Salary and Fringe	59,900
Staff Development	750.00
Out of town mileage	350.00
Mileage	500.00
Total Budget	\$61,500.00

2. Total payments for this Work Statement shall not exceed \$61,500.00.
3. Total payments made under this Work Statement by either College or County shall not exceed half of the cost for this activity.

WORK STATEMENT NO. 5**Title:** Adult Education Instruction at County One Stop**Budget:** No Cost to County**A. Funding** - No funding allocated.**B. Program Overview**

Provide Adult Education Instruction at selected County locations, College funding permitting, as agreed upon by County and College.

C. Program Goals

Increase the number of instruction options for the County's One Stop Clients.

D. Program Activities

1. County One Stop shall provide a classroom at its sites for College to hold Adult Education Instruction to be available to One Stop clients.
2. College shall establish a Basic Education class to be located at the One Stop Centers. Dates for classes shall be determined by mutual agreement of County and College.
3. Classes shall be for no fewer than 12 persons and shall be available on a first-come first served basis to clients who have completed a College GED orientation.

E. Program Location - Pima County's One Stop Center Locations.**F. Target Population** - Pima County's One Stop Clients.**G. Outputs/Number Served**

1. Participants attending these classes will be enrolled in both County and College tracking systems.
2. Participants may be referred directly to employment from classes, or may be prepared for further training.

H. Outcomes - Not applicable

I. Reporting - College shall provide the County a review of testing results of One Stop referrals as requested by One Stop, in accordance with applicable confidentiality laws and regulations.

WORK STATEMENT NO. 6**Title:** Grant Writing Partnership**Payment Type:** None**Budget:** No Cost to County

As Workforce funding becomes available through competitive processes, the College and County shall collaborate to obtain these funds to train One Stop clients after determining industry and occupational need through the Pima County Workforce Investment Board (WIB). If there is a potential expansion of clients served due to new grants or funding sources there may be a need to revisit the staffing model and structure.

WORK STATEMENT NO. 7

Title: Innovation Frontier Arizona

A. Funding

Funding shall be from a variety of sources including Workforce Investment Act, other federal funds including Department of Labor Workforce discretionary grants, as well as state and local funds.

B. Program Overview

Innovation Frontier Arizona (IFA) is a regional talent development initiative that brings together partners in education, workforce development and economic development in Yuma, Cochise, Santa Cruz and Pima Counties. The effort is focused on developing southern Arizona as a center of excellence by fostering talent, entrepreneurship and regional collaboration.

C. Program Activities

College shall, depending on available funding, perform IFA activities as agreed upon by the Parties. Such activities may include, but are not limited to:

1. Working with other Southern Arizona community colleges (Arizona Western College and Cochise College) and other IFA partners to develop shared and aligned curriculum in:
 - a. Certifications and/or degrees for industry-defined training in regional industries and occupations;
 - b. On-line courses for programs described in paragraph C(1)(a) above;
2. Working with employers and the One Stop Employer Outreach Team to provide on-demand curriculum and training to meet employer needs in regional industries and occupations. Connect employers to expertise in the College and County to develop training programs. If local expertise does not exist, contract with qualified vendors to meet the training need.
3. Work with Arizona universities to establish articulation of community-college credentials with four-year degree programs.
4. Work with regional K-12 education partners to conduct outreach to students about post-secondary opportunities through IFA and to align Career Technical Education programs.
5. Participate in regional conferences and committees and coordinate activities with the IFA Advisory Board and its sub-committees.
6. Participate in evaluation activities required by the associated grant.

D. Program Location

Various sites as determined by the County.

E. Target Population

Employers and workforce development clients of Pima County; unemployed, underemployed, incumbent and dislocated workers in southern Arizona (Pima, Cochise, Santa Cruz and Yuma Counties); youth aged 16 and older.

G. Reporting

College shall:

1. Report programmatic and administrative expenditures to County by the 15th of each month for the preceding month's activity.
2. Submit a written narrative progress report to County by the 15th of the month for the preceding quarter's activities, goals, leveraged resources and progress achieved on each quarterly activity for specific grant funded activities.
3. Coordinate with County to enter data on enrolled clients into IFA tracking system within five (5) business days, including the source and amount of grant funds spent on each as well as funds spent from other grants, Pell Grants, and employer tuition programs.

H. Budget

1. The College shall be paid on a Cost Reimbursement basis for expenses incurred for curriculum development, on-line course development and other programmatic-related costs based on actual expense detail documentation submitted to County.
Reimbursable expenses include salaries, fringe, supplies, training materials, travel communication and indirect costs.
2. Total payments shall not exceed **\$210,805.00**.

WORK STATEMENT NO. 8

Title: Customized training development and delivery.

A. Funding

Funding shall be from any funds obtained by county or college that allow for curriculum development and customized training.

B. Program Overview

College shall work with County to develop and/or deliver short term training programs in areas such as renewable resources and other areas emerging as sustainable career opportunities.

C. Program Goals

1. Prepare members of the labor force for current and projected occupations that offer self-sufficient wages or occupations that have a clear career path leading to self-sufficiency.
2. Assist in the economic development of Pima County by helping to develop a trained, productive labor force that meets employer needs.
3. Coordinate workforce efforts through the One Stop Career Center System by providing employment and training services authorized under the Workforce Investment Act by working with County, mandated partners, and other colleges.
4. Upgrade the community's workforce through development of new types of training.
5. Participate in regional workforce activities with Southern Arizona County One Stops, Economic Development agencies, Community Colleges, and Arizona's University system.

D. Program Activities

College shall:

1. Work with One Stop management to develop and, as necessary modify training programs to meet participant needs.
2. College shall prepare a written proposal for each project to be developed or modified. Proposal shall include a scope of work, itemized budget, and timeline that includes initial training target dates. College shall proceed on project implementation after authorization by County's Community Services Employment and Training Director.
3. At One Stop request, work with other colleges and Universities to insure that newly

developed curriculum is transferrable to other institutions.

E. Program Location

Various College Campuses or affiliated sites including One Stop sites.

F. Target Population

One Stop workforce participants.

H. Outcomes

Ninety-five percent (95%) of projects shall be completed within the projected timeframe.

I. Reporting

College shall provide monthly progress and completion reports to County on all curriculum development projects.

J. Budget

1. College shall be paid on a Cost Reimbursement basis for each curriculum project based on the budget prepared for that project and the receipts for that project.
2. **Total payment shall not exceed \$100,000.00.**

END OF ATTACHMENT A

ATTACHMENT B - SUBGRANTEE'S WARRANTIES

College certifies, as evidenced in carrying out its obligations pursuant to this Agreement, it shall comply with applicable laws, regulations, requirements and special provisions, as follows:

1. 29 CFR Part 95, Uniform Administrative Requirements for Institutions of Higher Education, Hospitals, and other Non-Profit Organizations
2. 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
3. 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, County Agreement or other legal authority.
4. Fingerprinting, including but not limited to A.R.S. § 46-141, to the extent that such provisions are applicable due to statute, case law, County Agreement or other legal authority.
5. College certifies that no funds provided pursuant to this Agreement 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 Agreement 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.
6. Arizona Department of Economic Security Special Terms and Conditions
7. OMB Circular A-21, Cost Principles for Institutions of Higher Education
8. 29 CFR Part 96, Single Audit Act
9. 29 CFR Parts 33 and 34, Nondiscrimination and Equal Opportunity Requirements
10. 24 CFR Part 583, Supportive Housing Program
11. Fair Labor Standards Act, and regulations adopted pursuant to that Act
12. 29 CFR Part 98, Debarment and Suspension; Drug Free Workplace
13. College 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.
14. 29 CFR Part 93 Lobbying Certification
15. 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 agreement, grant, loan, or cooperative agreement.