



Contract Number: CT-CS-15-338
 Effective Date: 2-17-15
 Term Date: 1-31-16
 Cost: \$48,000.-
 Revenue: _____
 Total: _____ NTE: _____
 Action: _____
 Renewal By: 11-1-15
 Term: 1-31-16
 Reviewed by: [Signature]

BOARD OF SUPERVISORS AGENDA ITEM SUMMARY

Requested Board Meeting Date: February 17, 2015 Addendum

ITEM SUMMARY, JUSTIFICATION &/or SPECIAL CONSIDERATIONS:

Background

The Workforce Innovation and Opportunities ACT ("WIOA"). P.L. 113-128, was signed into law on July 22, 2014. WIOA supersedes the Workforce Investment Act of 1998 ("WIA") under which Pima County has received numerous grants. The contractor, Jose Gabriel Loyola dba Loyola Associates, will provide technical assistance to help the Workforce Investment Board ("WIB") and One Stop Career Center System facilitate the changes from WIA to WIOA in order to continue to effectively provide workforce development services to Pima County residents.

Effective Date: Upon Execution by the Chair of the Pima County Board of Supervisors

Termination Date: 1/31/16

Contract Amount: \$48,000.00

Contract Officer: Risé Hart, 724-5723

Payment System: AMS

CONTRACT NUMBER (If applicable): CT-CS-15-338

STAFF RECOMMENDATION(S):

To be approved by Board of Supervisors.

CORPORATE HEADQUARTERS: _____

FEB 06 15 09:49 PC CLK OF PD

Procure Dept 02/04/15 PM 03:02

Ver: 1
 Vendor: - 1
 Pgs. - 14
 To: CHH - 2-4-15 By Dept
 CoB - 2-11-15
 Addendum (1)

CLERK OF BOARD USE ONLY: BOX M.G.

ITEM NO.

PIMA COUNTY COST: 418,000. -
and/or REVENUE TO PIMA COUNTY:\$ N/A

FUNDING SOURCE(S): U.S. Department of Labor and AZ Department of Economic Security

Advertised Public Hearing:

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

Board of Supervisors District:

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

IMPACT:

IF APPROVED:

The contractor will be able to provide technical assistance to facilitate WIOA changes in order to continue to effectively provide workforce development services to Pima County residents.

IF DENIED:

Without the assistance of the Contractor, workforce development services to Pima County residents may be jeopardized.

DEPARTMENT NAME: Community Services

CONTACT PERSON: Rise Hart

TELEPHONE NO.: 724-5723

WHEREAS, the rules and regulations for WIOA are scheduled for publication March of 2015; and

WHEREAS, County will apply for and anticipates receiving WIOA funds; and

WHEREAS, County finds that obtaining technical assistance to help the Workforce Investment Board ("WIB") and One Stop Career Center System facilitate the changes from WIA to WIOA in order to continue to effectively provide workforce development services to residents; and

WHEREAS, County's "WIB", issued Request for Proposals No. RFP-CSET-2014-01 ("the RFP") for such technical assistance; and

WHEREAS, Contractor has submitted a response to the RFP that is beneficial to the residents of the County; and

WHEREAS, the Pima County Board of Supervisors finds that Contractor has specialized training and expertise in providing workforce development services; and

WHEREAS, the Pima County Board of Supervisors finds that entering into this Contract is in the best interests of the residents of Pima County.

NOW THEREFORE, the parties agree as follows:

1.0 TERM AND EXTENTIONS

- 1.1 This Contract, as awarded by County, shall commence upon execution by the Chair of the Pima County Board of Supervisors, and shall terminate on January 31, 2016, unless sooner terminated or further extended pursuant to the provisions of this Contract.
- 1.2 Any modification or extension of the contract termination date shall be by formal written amendment executed by the parties hereto.
- 1.3 Any amendments of the Contract must be approved by the County before any services under the amendment commence.

2.0 SCOPE OF SERVICES

- 2.1 Contractor shall provide the County with the services as described in the attached **Exhibit A** in accordance with the terms and conditions of this Contract.
- 2.2 Contractor shall perform its duties under this Contract in a humane and respectful manner and in accordance with any applicable professional standards. Contractor shall obtain and maintain all applicable licenses, permits and authority required for its performance under this Contract.
- 2.3 Contractor certifies that no individual or agent has been employed or retained to solicit or secure this Contract for commission, percentage, brokerage or contingent fee except a bona fide employee whose job duties include securing business.

3.0 COMPENSATION AND PAYMENT

- 3.1 In consideration for the services specified in **Exhibit A** of this Contract, County agrees to pay Contractor in an amount not-to-exceed **\$48,000.00**. Consultant fees paid under this grant shall be limited to \$585.00 per day.

- 3.2 Funding is from the U.S. Department of Labor and the Arizona Department of Economic Security and is limited to the amount of funds allocated to and made available to County for this program. The maximum funding under this Contract is subject to availability and continuation of grant funding. This amount may be decreased at any time due to reduction, termination, or any other change in funding.
- 3.3 Requests for payments must be submitted to the County by the 15th working day of each month for the previous month of service. Invoices must reference this contract number and provide detailed documentation in support of requested payment.
- 3.4 **REQUEST FOR FINAL PAYMENT** for compensation earned and eligible costs incurred shall be submitted to the County within fifteen (15) working days **after the end of the contract** on invoices that meet the requirements set forth in Paragraph 3.4 above.
- 3.5 Payment by County will generally occur thirty (30) days from the date of invoice. Contractor should budget their cash needs accordingly.
- 3.6 No payments will be made to Contractor, until all of the following conditions are met:
- 3.6.1 Contractor has completed and submitted a W-9 Taxpayer Identification Number form (<http://www.irs.gov/pub/irs-pdf/fw9.pdf>);
 - 3.6.2 Contractor has registered as a Pima County Vendor at the following web address - <https://secure.pima.gov/procurement/vramp/login.aspx>; and
 - 3.6.3 This Contract is fully executed.
- 3.7 Disallowed Charges or Cost principles shall be as follows:
- 3.7.1 The cost principle set forth in the Code of Federal Regulations (CFR), Title 48, Chapter 1, Part 31.201-6(e), (October 1, 1991), as modified by amendments and additions, on file with the Secretary of State and incorporated herein by reference, shall be used to determine the allowability of incurred costs for the purpose of reimbursing costs under Contract provisions which provide for the reimbursements of costs. Those costs which are specifically defined as unallowable therein will not be submitted for reimbursement by Contractor and may not be reimbursed with Department funds.
 - 3.7.2 Contractor shall reimburse County for improper, unallowable or unsubstantiated costs discovered as a result of audit or otherwise within thirty (30) days following demand for reimbursement by County.
- 3.8 For the period of record retention required under 21.0 – Books and Records, County reserves the right to question any payment made to Contractor and to require reimbursement by setoff of otherwise for payments determined to be improper or contrary to the Contract or law.
- 3.9 At the end of the Contract term, any unexpended funds will be retained by the COUNTY and will not be reallocated to CONTRACTOR.

4.0 INSURANCE

- 4.1 CONTRACTOR shall obtain and maintain at its own expense, during the entire time of this Contract, the following type(s) and amounts of insurance:
- 4.1.1 Commercial General Liability in the amount of \$1,000,000.00 combined single limit Bodily Injury and Property Damage. Pima County is to be named as an additional

insured of all operations performed within the scope of the Contract between Pima County and CONTRACTOR;

- 4.1.2 Commercial or Business automobile liability coverage for owned, non-owned and hired vehicles used in the performance of this Contract with limits in the amount of \$1,000,000.00 combined single lime or \$1,000,000.00 Bodily Injury, \$1,000,000.00 Property Damage;
 - 4.1.3 If this Contract involves professional services, professional liability insurance in the amount of \$1,000,000.000; and
 - 4.1.4 If required by law, workers' compensation coverage including employees' liability coverage.
- 4.2 CONTRACTOR shall provide COUNTY with current certificates of insurance. All certificates of insurance must provide for guaranteed thirty (30) days written notice to the COUNTY of cancellation, non-renewal or material change.

5.0 INDEMNIFICATION

- 5.1 Contractor shall indemnify, defend, and hold harmless County, its officers, employees and agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, arising out of any act, omission, fault or negligence by the Contractor, its agents, employees or anyone under its direction or control or on its behalf in connection with performance of this Contract.
- 5.2 Contractor warrants that all products and services provided under this Contract are non-infringing. Contractor will indemnify, defend and hold County harmless from any claim of infringement arising from services provided under this Contract or from the provision, license, transfer or use for their intended purpose of any products provided under this Contract.

6.0 COMPLIANCE WITH LAWS

Contractor shall comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Contract. The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this Contract, and any disputes hereunder. Any action relating to this Contract 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 Contract shall apply, but do not require an amendment.

7.0 INDEPENDENT CONTRACTOR

The status of Contractor shall be that of an independent contractor. Neither Contractor nor Contractor's officers, agents, or employees shall be considered an employee of Pima County or be entitled to receive any employment-related fringe benefits under the Pima County Merit System. Contractor shall be responsible for payment of all federal, state and local taxes associated with the compensation received pursuant to this Contract and shall indemnify and hold County harmless from any and all liability which County may incur because of Contractor's failure to pay such taxes. Contractor shall be solely responsible for its program development, operation, and performance.

8.0 SUBCONTRACTOR

Contractor will be fully responsible for all acts and omissions of any subcontractor and of persons directly or indirectly employed by any subcontractor and of persons for whose acts, any

of them, may be liable to the same extent that the Contractor is responsible for the acts and omissions of persons directly employed by it. Nothing in this contract shall create any obligation on the part of County to pay or see to the payment of any money due any subcontractor, except as may be required by law.

9.0 ASSIGNMENT

Contractor shall not assign its rights to this Contract in whole or in part, without prior written approval of the County. Approval may be withheld at the sole discretion of the County, provided that such approval shall not be unreasonably withheld.

10.0 NON-DISCRIMINATION

Contractor agrees 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.azsos.gov/aar/2009/46/governor.pdf>

These provisions are hereby incorporated into this Contract as if set forth in full herein. During the performance of this contract, Contractor 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.

11.0 AMERICANS WITH DIABILITIES ACT

Contractor 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 Contractor is carrying out a government program or services on behalf of County, then Contractor 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 Contract.

12.0 AUTHORITY TO CONTRACT

Contractor warrants its right and power to enter into this Contract. If any court or administrative agency determines that County does not have authority to enter into this Contract, County shall not be liable to Contractor or any third party by reason of such determination or by reason of this Contract.

13.0 FULL AND COMPLETE PERFORMANCE

The failure of either party to insist on one or more instances upon the full and complete performance of any of the terms or conditions of this Contract to be performed on the part of the other, or to take any action permitted as a result thereof, shall not be construed as a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time shall be construed as an accord and satisfaction.

14.0 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, Contractor 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.

15.0 TERMINATION/SUSPENSION

- 15.1 Termination for Convenience: County reserves the right to terminate this Contract at any time and without cause by serving upon Contractor thirty (30) days advance written notice of such intent to terminate. In the event of such termination, the County's only obligation to Contractor shall be payment for services rendered prior to the date of termination.
- 15.2 Insufficient Funds: Notwithstanding Paragraph 15.1 above, if any state or federal grant monies used to pay for performance under this Contract are either reduced or withdrawn, County shall have the right to either reduce the services to be provided and the total dollar amount payable under this Contract or terminate the Contract. To the extent possible, County will endeavor to provide fifteen (15) days written notice of such reduction or termination. In the event of a reduction in the amount payable, County shall not be liable to Contractor for more than the reduced amount. In the event of a termination under this paragraph, County's only obligation to Contractor shall be payment for services rendered prior to the date of termination to the extent that grant funds are available.
- 15.3 Termination for Cause: This contract may be terminated at any time without advance notice and without further obligation by the County when the Contractor is found by County to be in default of any provision of this Contract.
- 15.4 Non-Appropriation: Notwithstanding any other provision in this Contract, this Contract may be terminated if any reason, there are not sufficient appropriated and available monies for the purpose of maintaining County or other public entity obligations under this Contract. In the event of such termination, County shall have no further obligation to Contractor, other than for services rendered prior to termination.
- 15.5 Suspension: County reserves the right to suspend Contractor's performance and payments under this Contract immediately upon notice delivered to contractor's designated agent in order to investigate Contractor's activities and compliance with this Contract. In the event of an investigation by County, Contractor shall cooperate fully and provide all requested information and documentation. At the conclusion of the investigation, or within forty-five (45) days, whichever is sooner, Contractor will be notified in writing that the contract will be immediately terminated or that performance may be resumed.

16.0 NOTICE

- 16.1 Contractor shall give written notice of any change of corporate or entity status as promptly as possible and, in any event, within fifteen (15) days after the change is effective. A change in corporate or entity status includes, but is not limited to, change from unincorporated to incorporated status and vice versa and any suspension or termination of corporate status based on failure to comply with all applicable federal, state, and local reporting requirements.
- 16.2 Any notice required or permitted to be given under this Contract 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
2797 E. Ajo Way
Tucson, AZ 85713

Contractor:

Jose Gabriel Loyola *dba* Loyola Associates
1310 W. Campbell Avenue
Phoenix, AZ 85013

17.0 NON-EXCLUSIVE CONTRACT

Contractor understands that this Contract is nonexclusive and is for the sole convenience of County. County reserves the right to obtain like services from other sources for any reason.

18.0 OTHER DOCUMENTS

Contractor and County in entering into this Contract have relied upon information provided in the Pima County Solicitation RFP No. RFP-CSET-2014-01 including the Instructions to Bidders, Standard Terms and Conditions, Specific Terms and Conditions, Solicitation Addenda, Contractor's Proposal and on other information and documents submitted by the Contractor in its' response to said Solicitation. These documents are hereby incorporated into and made a part of this Contract as if set forth in full herein, to the extent not inconsistent with the provisions of this contract.

19.0 REMEDIES

Either party may pursue any remedies provided by law for the breach of this Contract. No right or remedy is intended to be exclusive of any other right or remedy and each shall be cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Contract.

20.0 SEVERABILITY

Each provision of this Contract stands alone, and any provision of this Contract found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this Contract.

21.0 BOOKS AND RECORDS

- 21.1 Contractor shall keep and maintain proper and complete books, records and accounts, which shall be open at all reasonable times for inspection and audit by duly authorized representatives of County.
- 21.2 In addition, Contractor shall retain all records relating to this contract at least five (5) years after Contractor submits its single or last expenditure report or until completion of any action and resolution of all issues which arise from any related litigation, claim, negotiations, audit or other action involving the records that was started before the expiration of the 5-year period, whichever is later.

22.0 AUDIT REQUIREMENTS

22.1 Contractor shall:

- 22.1.1 Establish and maintain a separate, identifiable account of all funds provided by County pursuant to this Contract. Such records shall record all expenditures which are used to support invoices and requests for payment from the County under this Contract.

- 22.1.2 Establish and maintain accounting records which identify the source and application of any funds not provided under this Contract used to support these Contract activities.
- 22.1.3 All accounting records must meet the requirements of the Federal, State, County, and generally accepted accounting principles laws and regulations.
- 22.1.4 Upon written notice from County, provide a program-specific or financial audit. Such notice from County will specify the period to be covered by the audit, the type of audit and the deadline for completion and submission of the audit.
- 22.1.5 Assure that any audit conducted pursuant to this Contract is performed by a qualified, independent accounting firm and submitted to County within six (6) months of completion of the audit required pursuant to this Article 22.0 -- Audit Requirements, unless a different time is specified by County. The audit submitted must include Contractor responses, if any, concerning any audit findings.
- 22.1.6 Pay all costs for any audit required or requested pursuant to this Article, unless the cost is allowable for payment with the grant funds provided pursuant to this Contract under the appropriate federal or state grant law and the cost was specifically included in the Contractor's grant budget approved by County.
- 22.1.7 County audit requirements applicable to all contracts are as follows:
 - 22.1.7.1 If total expenditures are GREATER than \$100,000, but less than \$500,000, then a program-specific audit in accordance with generally accepted auditing standards, which includes compliance testing, is required annually.
 - 22.1.7.2 If total expenditures are LESS than \$100,000, but at least \$50,000, then a program-specific audit in accordance with generally accepted auditing standards, which includes compliance testing, is required bi-annually.
 - 22.1.7.3 Agencies with total expenditures LESS than \$50,000 do not have an annual federal audit requirement.
- 22.1.8 Timely submit the required or requested audit(s) to:

Arthur Eckstrom, Director
Community Services, Employment & Training Department
2797 E. Ajo Way, 3rd Floor
Tucson, AZ 85713

22.2 Contractor status:

- 22.2.1 If Contractor is a "nonprofit corporation" that meets the definition of "corporation" in A.R.S. §10-3140, Contractor shall comply with the applicable audit requirements set forth in A.R.S. § 11-624, "Audit of Non-Profit Corporations Receiving County Monies."
- 22.2.2 If Contractor is a government entity, Contractor shall comply with federal single audit requirements and, upon request from County, provide County with a copy of the required audit document within ninety (90) days following the end of Contractor's fiscal year.
- 22.2.3 If Contractor is receiving federal funds under this Contract, and Contractor is a state or local government or non-profit organization, Contractor shall provide an annual audit which complies with the requirements of the most recent version of OMB Circular A-133 "Audits of State and Local Governments and Non-Profit Organizations."

23.0 CONFIDENTIALITY

Contractor shall maintain all client and applicant files confidential and shall provide access to these files only to persons properly authorized. Contractor shall observe and abide by all applicable State and Federal statutes and regulations regarding use or disclosure of information including, but not limited to, information concerning applicants for and recipients of contract services.

24.0 COPYRIGHT

Neither Contractor nor its officers, agents or employees shall copyright any materials or products developed through contract services provided or contract expenditures made under this Contract without prior written approval by the County. Upon approval, the County shall have a non-exclusive and irrevocable license to reproduce, publish or otherwise use or authorize the use of any copyrighted material.

25.0 PROPERTY OF THE COUNTY

- 25.1 Contractor is not the agent of County for any purpose and shall not purchase any materials, equipment or supplies on the credit of the County. Contractor shall comply with OMB Circular No. A-122, "Cost Principals for Non-Profit Organizations" (if Contractor is a non-profit corporation), OMB Circular No. A-110, "Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations," and any other applicable regulations.
- 25.2 Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the County. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else, nor shall the Contractor use or release these materials without the prior written consent of the County.

26.0 COORDINATION

On matters relating to the administration of this Contract, County shall be Contractor's contact with all Federal, State and local agencies that provide funding to this Contract.

27.0 ACCOUNTABILITY

To the greatest extent permissible by law, County, and any authorized federal, state or local agency, including, but not limited to, the State of Arizona, the U.S. Department of Labor, and the Comptroller of the United States shall at all reasonable times have the right of access to Contractor's facility, books, documents, papers, or other records which are pertinent to this Contract, in order to make audits, examinations, excerpts and transcripts for the purpose of evaluating Contractor's performance and Contractor's compliance with this Contract. This provision shall be included in all contracts between Contractor and its subcontractors providing goods or services pursuant to this Contract. Contractor shall be responsible for subcontractors' compliance with this provision and for any disallowances or withholding of reimbursements resulting from noncompliance of said subcontractors with this provision.

28.0 PUBLIC INFORMATION

- 28.1 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.

- 28.2 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.
- 28.3 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.
- 28.4 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.

29.0 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 Contract to the extent such provisions are applicable.

30.0 LEGAL ARIZONA WORKERS ACT COMPLIANCE

- 30.1 Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws.
- 30.2 County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.
- 30.3 Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, (subject to County approval if Minority and Women-owned Business Enterprise preferences apply) as soon as possible so as not to delay project completion.
- 30.4 Contractor shall advise each subcontractor of County's rights, and the Subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a

material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract.”

30.5 Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path or Contractor’s approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Contractor shall be entitled to an extension of time, but not costs.

31.0 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 Contract may be modified, amended, altered or extended only by a written amendment signed by the parties.

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

PIMA COUNTY

CONTRACTOR

Chair, Board of Supervisors


Authorized Officer Signature

Date

JOSE GABRIEL LOYOLA
Please print name

ATTEST

PRESIDENT
Title

Clerk, Board of Supervisors

JANUARY 28, 2015
Date

APPROVED AS TO CONTENT



Community Services, Employment
& Training Director

APPROVED AS TO FORM



Karen S. Friar, Deputy County Attorney

EXHIBIT A SCOPE OF WORK

CONTRACTOR: Jose Gabriel Loyola *dba* Loyola Associates

PROGRAM: Technical Assistance – Federal Workforce Programs Transition

I. OVERVIEW. Contractor shall:

- A. Provide County with assistance in the interpretation and implementation of federal and states rules, regulations, and policies under the federal Workforce Innovation and Opportunities Act (“WIOA”), P.L. 113-128, which replaces the Workforce Investment Act. WIOA was passed and signed into law on July 22, 2014 and the draft regulations were scheduled to be issued January 18, 2015.
- B. Assist the Workforce Investment Board (“WIB”) in developing strategies to meet WIB responsibilities under WIOA.

II. PROGRAM ACTIVITIES. Contractor will provide any or all of the following services, as requested, by County:

- A. Work with federal and state agencies to assure the successful implementation of Pima County programs.
- B. Research and provide reports on:
 - 1. Best practices for services to job seekers and employers;
 - 2. Best practices for the recruitment, retention, and transition of Out-of-School Youth to work; and
 - 3. Potential grant opportunities.
- C. Assist in securing data, information and potential partners for grant requests.
- D. Analyze existing WIA programs and prepare options for alternative methods of delivery.
- E. Prepare and deliver technical assistance and group training to community advisory groups, management and line staff, and subcontractors.
- F. Evaluate federal and state policies and make recommendations regarding program implementation and service delivery.
- G. Analyze and report on work force and community development and other assistance needs in Pima County’s colonias and other rural and semi-rural communities and research and recommend programs and funding sources that will address the identified needs.
- H. Work with Pima County local communities, Community College and stakeholders to develop Partnerships and leverage various funding sources.
- I. Provide training to Pima County staff and partners in customer service, quality, process improvement, to ensure the success of the Pima County Workforce Development, Community and Economic Development, Business and all the partnerships.

- J. Facilitate meetings and provide training on WIOA to the Workforce Investment Board, One Stop partners, One Stop staff, community and faith-based groups. Presentations will include, but are not limited to:
 - 1. Differences between WIA and WIOA;
 - 2. Changes in the core programs (adults, dislocated workers, youth, adult education, employment services, vocational rehabilitation); and
 - 3. WIOA Performance Measures requirements.
- K. Conduct focus group meetings to determine particular industry, business or community needs.
- L. Research and advise County on specific WIOA topics, including, but not limited to:
 - 1. System Policy Development;
 - 2. System Governance;
 - 3. One-Stop Infrastructure cost sharing by partners;
 - 4. Performance Measures; and
 - 5. Disconnected Youth Programs – Strategies and Best Practices.
- M. Assist the Director of the Pima County One-Stop Career Center System (“One-Stop”) in coordinating agreements and activities between various federally- funded workforce and education agencies required to partner under WIOA.
- N. Assist Pima County One-Stop and WIB, mandated partners and non-mandated partners in implementing and enhancing the Sector Strategies and Business Outreach efforts to increase employment opportunities for Pima County residents.
- O. As requested, facilitate or attend meetings with federal, state, regional and local agencies, educational institutions, Community Based /Faith Based/ Economic Development Organizations, judicial and law enforcement agencies as a representative for Pima County regarding workforce issues.
- P. Assist in the development, implementation and integration of the Bridges Out of Poverty principles into the Pima County Service delivery model.

III. OUTCOME

- A. Workforce Investment Board composition and changes in committee structures and duties.
- B. Local One-Stop Delivery System service delivery mandates and changes.
- C. Federal and State Performance Measures.
- D. Required local Workforce partnership changes.
- E. Required WIOA training provider changes including outcome metrics.
- F. Out-of-school youth model programs.

IV. BUDGET.

- A. Contractor shall be paid \$80.00 per delivered hour for:
 - 1. Research, analysis, and preparation of reports.
 - 2. Group trainings, workshops and/or focus groups.
- B. Total payment to Contractor under this Work Statement shall not exceed **\$48,000.00.**

V. REPORTS. Contractor shall submit the following reports to County:

- A. Reports on best practices.
- B. Alternative methods and options for conduct and delivery of existing programs under WIOA.

END OF EXHIBIT A