



Contract number: CT-CS-15-15
 Effective Date: 7-1-14
 Term Date: 6-30-15
 Cost: 4,025,840 -
 Revenue: _____
 Total: _____ NTE: _____
 Renewal By: _____ Action: H-1-15
 Term: _____
 Reviewed by: [Signature] 6-30-15

BOARD OF SUPERVISORS AGENDA ITEM SUMMARY

Requested Board Meeting Date: August 5, 2014

ITEM SUMMARY, JUSTIFICATION &/or SPECIAL CONSIDERATIONS:

Background

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

Contract 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

Contract Amount: \$1,025,840.00

Contract Officer: Risé Hart, 243-6723

Payment System: AMS

CONTRACT NUMBER (if applicable): CT-CS-15-15

STAFF RECOMMENDATION(S):

To be approved by Board of Supervisors.

CORPORATE HEADQUARTERS: _____

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 Ver. 1
 Vendor. 1
 Pgs. 19
 To: CoB - 7.23.14
 Agenda - 8.5.14
 (1)

Procure Dept 07/14/14 PM01:18

CLERK OF BOARD USE ONLY: BOX M.G.

ITEM NO.

PIMA COUNTY COST: \$ 1,025,840.00

and/or REVENUE TO PIMA COUNTY: _____

FUNDING SOURCE(S): Workforce Investment Act Funds (69%), Veteran's Funds (5%), General Fund (20%), Housing and Urban Development Funds (3%) and other funds obtained by the County for Workforce Development purposes (3%).

Advertised Public Hearing:

		YES	X	NO
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Board of Supervisors District:

1		2		3		4		5		All	XX
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IMPACT:

IF APPROVED:

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

IF DENIED:

Workforce development services for youth and adults in Pima County may be jeopardized.

DEPARTMENT NAME: Community Services

CONTACT PERSON: Rise Hart

TELEPHONE NO.: 243-6723

CONTRACT

NO. CT. CS. 1500000000000000015

AMENDMENT NO. _____

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

**INTERGOVERNMENTAL AGREEMENT BETWEEN
PIMA COUNTY COMMUNITY SERVICES AND
PIMA COMMUNITY COLLEGE DISTRICT**

Project Name: Workforce Development Education

College: Pima County Community College District
Pima Community College
4905 E. Broadway Blvd.
Tucson, AZ 85709-1145
(520) 206-4762

Purpose: Provide workforce development services for youth and adults in Pima County

Funding: Workforce Investment Act Funds, Veteran's Funds, General Fund, Housing and Urban Development Funds and other funds obtained by the County for Workforce Development purposes.

Term: July 1, 2014 – June 30, 2015

Amount: \$1,025,840.00

RECITALS

This is an Intergovernmental Agreement, ("Agreement"), between Pima County, a body politic and corporate of the State of Arizona, ("County"); and Pima County Community College District, ("College") for the purpose of entering into a cooperative effort for the provision of workforce development funded through a variety of sources and administered through the Pima County Community Services Department;

WHEREAS, in accordance with A.R.S. § 11-952 and § 11-254.04 the County is authorized to enter into Agreements with the District for the provision of services such as administration of job training programs for youth and adults; and

WHEREAS, in accordance with A.R.S. §11-952 *et seq.* and §15-1444, the Parties are authorized to enter into an Agreement for the provision of services for adult and youth workforce development.

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. The County 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 – PAYMENT

- A. In consideration of the services specified in this Agreement, the county agrees to pay District in an amount not-to-exceed **\$1,025,840.00**. Pricing for services will be as follows and detailed in **Exhibit A:**

Work Statement No.	Activity or Program	Amount Allocated (\$)
1	Tuition and Fees	550,000.00
2	Workplace Literacy – Adult Education	82,500.00
3	HSE Testing	31,840.00
4	Staff at County One Stop location(s)	61,500.00
5	Adult Education Instruction at County One Stop	- 0 -
6	Grant Writing Partnership	- 0 -
7	Innovative Frontiers Arizona (“IFA”)	200,000.00
8	Customized training development and delivery	100,000.00

- 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 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 **Exhibit A**. 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

College is self-insured under the State of Arizona Self Insurance Program. All minimum levels of insurance are met.

ARTICLE V – NOTICES

District 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:

County:

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

District:

Dr. Sheila Ortego
Provost and President, Community Campus
Pima Community College
Community Campus
401 North Bonita Avenue
Tucson, AZ 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.
- 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 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.

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 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

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

These provisions are 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 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.

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

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 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.*, 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 XX – 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.

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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.

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

PIMA COUNTY

COLLEGE

Chair, Board of Supervisors


Chancellor

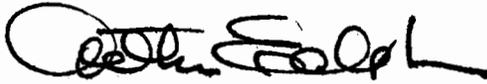
Date

7/7/14
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, Pima County



College Legal Counsel

March 13, 2014
Date

7/7/2014
Date

**EXHIBIT A
SCOPE OF WORK**

CONTRACTOR: Pima Community College
PROGRAM: Workforce Development Education

WORK STATEMENT NO. 1 – Tuition and/or Fees for Credit, Non Credit and Clock Hour classes and activities including, but not limited to, all certificate and degree programs, graduation fees, and special projects requested by County.

- I. **FUNDING.** Funding shall be from a variety of sources that include Workforce Investment Act or its successor legislation 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 based on client eligibility. Referred individuals will be provided a voucher indicating the type of service, amount, and funding source.

- II. **PROGRAM OVERVIEW.** College shall provide One Stop participants with quality training in demand industry sectors that leads to industry recognized credentials. 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 shelf-rates or lower. Vouchers will be for tuition and/or fees.

- III. **PROGRAM GOALS**
 - A. 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.
 - B. Assist in the economic development of Pima County by helping to develop a trained, productive labor force that meets employer needs.
 - C. 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.
 - D. Upgrade the community's workforce through tuition assistance for College's classes.
 - E. Participate in regional workforce activities with Southern Arizona County One Stops, Economic Development agencies, Community Colleges, and Arizona's University system.

- IV. **PROGRAM ACTIVITIES.**
 - A. College shall:
 1. Maintain an Internet site where participants can access College registration.
 2. Accept County One Stop participants into College programs who present a voucher by an authorized representative of County.
 3. Provide participants with information about all available student services to ensure successful College achievement.
 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.
 - B. County shall provide College with a list of the One Stop representatives who are authorized to provide vouchers.

- V. **PROGRAM LOCATION.** Various PCC Campuses and affiliated sites, including One Stop sites.
- VI. **TARGET POPULATION.** One Stop participants who have been provided a voucher for services from an authorized representative of the County.
- VII. **OUTPUTS/NUMBERS.** College shall serve all County One Stop participants that are referred, as evidenced by the voucher.
- VIII. **OUTCOMES.** Eighty percent (80%) of the One Stop participants enrolled in coursework shall complete the coursework.
- IX. **REPORTING.** College shall maintain up-to-date records of the progress of all One Stop participants and provide progress information to County. College shall:
 - A. Forward a quarterly list of participants served and the amount of Pell Grant received by each to County One Stop.
 - B. Provide, within 30 days of close of a session or semester, a certified statement of the amount of credits generated by County participants for whom the College will be able to claim Full Time Student Equivalency. This information is critical for determining matching fund requirements of grantors.
 - C. Provide One Stop with a list of County sponsored participants who have earned college degrees and certificates at the end of each semester.
- X. **BUDGET**
 - A. **Total payment, in the form of tuition and/or fee vouchers, for this Work Statement No. 1 shall not exceed \$550,000.00.**
 - B. College shall be paid on a **Unit Cost** tuition and/or fee basis per published prices. College must identify the participant and the voucher number on invoices.
 - C. Vouchers will specify the course/program of study, duration, funding source and cost that County shall reimburse College.

WORK STATEMENT NO. 2 – Workplace Literacy – Adult Education

- I. **FUNDING.** Funding shall be from a variety of sources including Workforce Investment Act or its successor legislation funds, 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 the 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.
- II. **PROGRAM OVERVIEW.** This program shall prepare participants to meet qualifications to enter College classes, improve work skills, prepare for work, or prepare for training. College shall offer classes at county's worksite during convenient times and days that meet the needs of incumbent workers. College shall arrange to provide training at various County sites and times as requested by the County.
- III. **PROGRAM GOALS.** Provide basic skills to enable persons to prepare for college programs, better employment, High School Equivalency (HSE) Diploma (formerly G.E.D. certification) and to the next level of their career goal.

- IV. **PROGRAM ACTIVITIES.** College shall:
 - A. Provide Workplace Literacy classes.
 - B. Hold classes in space designated, arranged and paid for by County.
 - C. Provide qualified instructors for all classes.
 - D. Follow Arizona Department of Education Adult Education standards.
 - E. Provide County with a record of progress for each participant when requested and accompanied by a signed Release Form.
 - F. Work with participating employers to prepare participants for workplace-based needs in each employer's industry.
 - G. Ensure that the classes prepare participants to meet the requirements of the employment or educational program they plan to enter.
 - H. Provide instruction for cohorts of 4 to no more than 25 students, with an optimal class size range of 15-20.
- V. **PROGRAM LOCATION.** Various sites as determined by the County.
- VI. **TARGET POPULATION.** Workforce development participants of Pima County.
- VII. **NUMBER SERVED.** Provide service for up to 1,000 participants.
- VIII. **OUTCOMES.** Eighty-five percent (85%) of the participants that complete the class shall demonstrate improvement of basic skills as measured by a pre- and post-test.
- IX. **REPORTING.** The College shall provide the County's referral source and/or County partner with progress reports and completion certificates upon request and presentation of a signed Release Form.
- X. **BUDGET**
 - A. College shall be paid on a **Unit Cost** basis of \$75.00 per hour for class activities or a negotiated class rate.
 - B. **Total payments for Work Statement No. 2 shall not exceed \$82,500.00.**

WORK STATEMENT NO. 3 – HSE Testing

- I. **FUNDING.** Funding shall be from a variety of sources including Workforce Investment Act or its successor legislation funds, other federal funds, and state and local funds. An authorized representative of County shall authorize testing and determine the funding source for each participant based on participant eligibility.
- II. **PROGRAM GOALS.** Provide jobseeker with quick access to HSE testing.
- III. **PROGRAM ACTIVITIES**
 - A. College shall:
 - 1. Provide GED 2014 test to County participants at the PCC Community Campus at least once each month or as requested for up to 15 students each testing session. Testing services shall include:

- a. The provision of all necessary supplies;
- b. An examiner to administer and monitor the test; and
- c. Determination of test results.

2. Accept a voucher from county for each participant tested. Each participant will register on-line at www.ged.com prior to testing. Vouchers shall include:

- a. Participant name;
- b. Funding source;
- c. Case manager name;
- d. Testing date(s);
- e. Subjects to be tested; and
- f. Authorized cost.

3. Upon written request from County, reserve a facility for group testing and provide County with a date and time for testing. Each participant in the group must have a voucher that meets the criteria set forth in Paragraph B above.

B. When College has acquired mobile testing capabilities put them into operation, College shall:

- 1. Inform County that mobile testing is available;
- 2. Upon written request from County, commit the mobile testing unit to County for group testing at least once per month; and
- 3. Provide County with a date and time for testing.

IV. **PROGRAM LOCATION.** Pima Community College authorized testing sites and sites designated for the mobile testing unit.

V. **TARGET POPULATION.** Las Artes' Students and other County referrals.

VI. **OUTPUTS/NUMBER SERVED.** Provide services for up to 200 participants.

VII. **REPORTING.** College shall provide the County a review of testing results.

VIII. **BUDGET**

Activity or Service	Rate	Maximum Authorized	Total
HSE Examiner when College conducts a group test <u>exclusively for County participants</u>	\$75.00/hr	Eight (8) hours each month for twelve (12) months	\$ 3,840.00
Testing	\$35.00 per academic subject	200 participants x 4 subjects per participant	\$28,000.00

Total payments for Work Statement No. 3 shall not exceed \$31,840.00.

WORK STATEMENT NO. 4 –Staff

- I. **FUNDING.** Funding shall be from a variety of sources that may include: Workforce Investment Act or its successor legislation funds; other federal program funds; and state and local funds.
- II. **PROGRAM OVERVIEW.** College shall hire or retain staff to be stationed at County One Stop location(s).
- III. **PROGRAM GOALS.** College shall provide coordinated efforts to assist One Stop Participants to access College programs and assist One Stop youth participants to link with appropriate College occupational programs.
- IV. **PROGRAM ACTIVITIES**
 - A. County shall:
 1. Fund 0.5 FTE of both of the following College staff stationed at the County One Stop:
 - a. Program Coordinator
 - b. Student Services Advanced Specialist
 2. Assign College staff to work as part of the One Stop team to insure that progression from Core-to, Intensive-to, Training -services is available. The team will refer participants to mandated partner programs as well as College's programs.
 3. Be responsible for coordination of staff supervision with College.
 4. Provide space, furniture, computers, phones and supplies for College staff stationed at the One Stop.
 - B. College shall:
 1. Provide qualified staff for the positions set forth in paragraph A(1) above and fund half of the positions.
 2. 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.
 3. Work with the One Stop Supervisor to evaluate the performance of each staff member.
 4. Ensure that staff attends One Stop meetings and participate in One Stop program training and other activities, as assigned.
 5. Submit vacation requests to and obtain approval from both the College and the One Stop Supervisor.
 6. Ensure that each staff member calls the One Stop Supervisor if he or she will be absent for any reason.
 7. Provide the One Stop supervisor with a schedule of District meetings that each staff member must attend.
 - C. **Program Coordinator** duties shall be, but are not limited to:
 1. Provide comprehensive student services to include:
 - a. Admission;
 - b. Advising;
 - c. Financial aid;

- d. Career planning;
 - e. Registration;
 - f. Verifying degree plan or certificate for graduation;
 - g. Processing book vouchers; and
 - h. Identifying appropriate services for participants.
2. Develop and implement programs to include:
 - a. Setting up skills training;
 - b. Coordinating facilities and tours;
 - c. Providing announcements on deadlines and program information; and
 - d. Providing updates on degree, certificate and skills programs
 3. Office Management to include:
 - a. Overseeing the daily office operations; and
 - b. Supervising College employees.
 4. Maintain records system to include:
 - a. Case notes;
 - b. Enrollment tracking;
 - c. Required College forms;
 - d. Participant attendance records;
 - e. Participant academic progress;
 - f. Budget analysis;
 - g. Review and process invoices; and
 - h. Progress reports.
 5. Liaison between County and College:
 - a. Scheduling meetings with case managers;
 - b. Serving on boards and committees;
 - c. Conducting presentations and workshops;
 - d. Interacting with community non-profit and business organizations; and
 - e. Communicating what resources need to be reallocated based on new priorities, new grants, or new funding streams.
- D. Student Services Advanced Specialist duties shall include, but are not limited to:
1. Provide Customer Service activities consisting of:
 - a. Admission;
 - b. Advising;

- c. Financial aid;
- d. Career planning;
- e. Registration;
- f. Processing book vouchers;
- g. Distributing information to participant groups;
- h. Recruitment;
- i. Serving on various committees; and
- j. Preparing variety of reports.

2. Maintain records set forth in paragraph C(4) above.

- V. **PROGRAM LOCATION.** Pima County One Stop locations.
- VI. **TARGET POPULATION.** Adults, Dislocated Workers, and Youth.
- VII. **OUTPUTS/NUMBER.** College shall serve all County One Stop participants referred to the assigned College staff.
- VIII. **OUTCOMES.** Eighty percent (80%) of students who enter Pima Community College attain a certificate or diploma.
- IX. **REPORTING.** Provide progress reports in the following manner for all projects:
 - A. Participants' progress regarding completion of courses and/or obtaining a certificate and/or degree.
 - B. Up-to-date records on each participant, including:
 - 1. County required forms;
 - 2. Attendance;
 - 3. Chosen majors;
 - 4. Tests and other measures of training progress;
 - 5. Individual corrective action plans for participants who are not progressing at a desired rate;
 - 6. Case notes; and
 - 7. Employment Plan.
 - C. Mid-semester and end-of-semester reports on each participant that identifies:
 - 1. Funding source(s), by name and, if applicable, by project;
 - 2. Start and expected end date of each participant;
 - 3. Progress benchmarks achieved by participant; and
 - 4. Issues or situations that may require an adjustment in participant's scheduled exit date.
- X. **BUDGET**
 - A. The College shall be paid on a **Cost Reimbursement** basis.
 - B. The Budget for this Work Statement No. 4 is as follows:

Budget Description	Amount Paid by County	Amount Covered by College
College Staff Salary and Fringe	\$59,900.00	\$59,900.00
College Staff Development	\$ 750.00	\$ 750.00
Out of town mileage (\$0.445/mile)	\$ 350.00	\$ 350.00
Mileage in town (\$0.445/mile)	\$ 500.00	\$ 500.00
Total Budget	\$61,500.00	\$61,500.00

- C. College shall match County expenditures dollar for dollar.
- D. Total payments by County for Work Statement No. 4 shall not exceed **\$61,500.00**.

WORK STATEMENT NO. 5 – Adult Education Instruction at County One Stop

- I. **BUDGET:** No Cost to County
- II. **FUNDING.** No funding allocated.
- III. **PROGRAM OVERVIEW.** Provide Adult Education Instruction at selected County locations, College funding permitting, as agreed upon by County and College.
- IV. **PROGRAM GOALS.** Increase the number of instruction options for the County's One Stop Participants.
- V. **PROGRAM ACTIVITIES**
 - A. County One Stop shall provide a classroom and lab with computers at One Stop locations for College to hold Adult Education Instruction for One Stop participants.
 - B. College shall establish a Basic Education class to be held at the One Stop locations. Dates for classes shall be determined by mutual agreement of County and College.
 - C. Classes shall be for no fewer than 12 persons and shall be available on a first-come, first-served basis to One Stop participants who have completed a College orientation.
- VI. **PROGRAM LOCATION.** Pima County's One Stop Center Locations.
- VII. **TARGET POPULATION.** Pima County's One Stop Participants.
- VIII. **OUTPUTS/NUMBER SERVED**
 - A. Participants attending these classes will be enrolled in both County and College tracking systems.
 - B. Participants may be referred directly to employment from classes or prepared for further training.
- IX. **OUTCOMES.** Not applicable
- X. **REPORTING.** College shall provide County with 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 – Grant Writing Partnership

- I. **BUDGET:** No Cost to County
- II. **FUNDING.** No funding allocated.
- III. **PROGRAM OVERVIEW.** As Workforce funding becomes available through competitive processes, and after determining industry and occupational needs through the Pima County Workforce Investment Board (WIB), College and County shall collaborate to obtain available funds to train One Stop participants. If new grants or funding received will result in an increase in the number of One Stop participants served, the Parties shall revisit the staffing model and structure to determine if changes are necessary to successfully comply with the grant requirements.

WORK STATEMENT NO. 7 – Innovation Frontier Arizona (“IFA”)

- I. **FUNDING.** Funding shall be from a variety of sources including Workforce Investment Act or its successor legislation funds, other federal funds including Department of Labor Workforce discretionary grants, as well as state and local funds.
- II. **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.
- III. **PROGRAM ACTIVITIES.** College shall, depending on available funding, perform IFA activities as mutually agreed upon by the Parties. Such activities may include, but will not be limited to:
 - A. Working with Arizona Western College and Cochise College and other IFA partners to develop shared and aligned curriculum in:
 1. Certifications and/or degrees for industry-defined training in regional industries and occupations; and
 2. On-line courses for programs described in Paragraph A(1) above.
 - B. Working with employers and the One Stop Business Service Team to provide on-demand curriculum and training to meet employer needs in regional industries and occupations. Connecting employers to experts in the College and County to develop training programs. If local expertise does not exist in a particular field, College may contract with qualified providers to meet the training need.
 - C. Preparing of a written proposal for each project to be developed or modified. Proposal shall include: scope of work; itemized budget; and, timeline including initial training target dates. College shall proceed with project implementation after authorization by County’s Community Services Employment and Training Director.
 - D. Working with Arizona universities to establish articulation of community-college credentials with four-year degree programs.
 - E. Working with regional K-12 education partners to conduct outreach to students about post-secondary opportunities through IFA and to align Career Technical Education programs with IFA opportunities.

F. Participating in regional conferences and on committees and coordinating activities with the IFA Advisory Board and its sub-committees.

G. Participating in evaluation activities required by the grant funding each activity.

IV. **PROGRAM LOCATION.** Various sites as determined by County.

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

VI. **REPORTING.** College shall:

A. Report programmatic and administrative expenditures to County by the 15th of each month for the preceding month's activity.

B. Submit a written narrative progress report to County by the 15th of the month for the preceding quarter's activities. The reports must detail: goals, leveraged resources and progress achieved on each quarterly activity for each specific grant-funded activity.

C. Coordinate with County to enter data on enrolled participants into the appropriate tracking system within five (5) business days of the trackable event, 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.

VII. **BUDGET**

A. College shall be paid on a Cost Reimbursement basis for actual expenses incurred for curriculum development, on-line course development and other programmatic-related costs.

B. To be reimbursed College must provide to County detailed documentation of each reimbursable expense. Reimbursable expenses include: salaries, fringe, supplies, training materials, travel communication and indirect costs.

C. **Total payment for Work Statement No. 7 shall not exceed \$200,000.00.**

WORK STATEMENT NO. 8 – Customized training development and delivery

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

II. **PROGRAM OVERVIEW.** College shall work with County to develop and/or deliver short-term training programs for employment in renewable resource industries and emerging sustainable resource industries.

III. **PROGRAM GOALS**

A. 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.

B. Assist in the economic development of Pima County by helping to develop a trained, productive labor force that meets employer needs.

C. Coordinate workforce efforts through the One Stop Career Center System by providing employment and training services authorized under the Workforce Investment Act or its successor legislation by working with County, mandated partners, and other colleges.

D. Upgrade the community's workforce through development of new types of training.

- E. Participate in regional workforce activities with Southern Arizona County One Stops, Economic Development agencies, Community Colleges, and Arizona's University system.

IV. **PROGRAM ACTIVITIES**. College shall:

- A. Work with One Stop management to develop and, as necessary, modify training programs to meet participant and industry needs.
- B. Prepare a written proposal for each project to be developed or modified. Proposal shall include: a scope of work, itemized budget; and, timeline including initial training target dates. College shall proceed with project implementation after authorization by County's Community Services Employment and Training Director.
- C. Upon request of County, work with other colleges and Universities to insure that newly developed curriculum is transferable to other institutions.

V. **PROGRAM LOCATION**. Various College Campuses or affiliated sites including One Stop sites.

VI. **TARGET POPULATION**. One Stop workforce participants.

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

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

IX. **BUDGET**

- A. 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.
- B. **Total payment for Work Statement No. 8 shall not exceed \$100,000.00.**

END OF EXHIBIT A

EXHIBIT B - SUBCONTRACTOR'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.

END EXHIBIT B