

BOARD OF SUPERVISORS AGENDA ITEM REPORT AWARDS / CONTRACTS / GRANTS

C Award C Contract G Grant	Requested Board Meeting Date: 4/5/2022				
* = Mandatory, information must be provided	or Procurement Director Award:				
*Contractor/Vendor Name/Grantor (DBA):					
Pima Community College District					
*Project Title/Description:					
Job Training Programs Infrastructure Enhancement					
*Purpose:					

American Rescue Plan Act – Coronavirus State & Local Fiscal Recovery Funds have been allocated to the purchase of equipment and software to enhance job training programs and partnerships with Pima Community College District to include health and information technology

infrastructure programs. *Procurement Method:

This Subrecipient Agreement is a non-Procurement contract and not subject to Procurement rules.

*Program Goals/Predicted Outcomes:

Prioritize and Scale Up Micro-Pathways which are short-term programs (i.e., 6 months or less) that lead directly into in-demand jobs with family-sustaining wages within Pima County. Pima Community College District has created eight micro-pathways that are aligned with the state-of-the-art Centers for Excellence. The micro-pathways were co-designed by Pima Community College District in partnership with regional business and industry partners and include embedded industry-recognized certifications.

*Public Benefit:

Responding to the negative economic impacts of COVID-19 includes investment in job training programs for displaced workers, unemployed and low-income individuals.

*Metrics Available to Measure Performance:

Monthly project performance reports with performance benchmark indicators.

*Retroactive:

Yes, agreement commences on January 1, 2022 and will terminate on December 31, 2024. Pima County GMI and Pima Community College District have been in negotiations for the seven projects since December of 2021.

To: COB 3-21-2022 (U) Vers: 1

THE APPLICABLE SECTION(S) BELOW MUST BE COMPLETED Click or tap the boxes to enter text. If not applicable, indicate "N/A". Make sure to complete mandatory (*) fields Contract / Award Information Document Type: CT Department Code: GMI Contract Number (i.e., 15-123): 22*277 Commencement Date: 01/01/2022 Termination Date: <u>12/31/2024</u> Prior Contract Number (Synergen/CMS): N/A Expense Amount \$ 5,340,676.00 * Revenue Amount: \$ *Funding Source(s) required: U.S. Department of Treasury, American Rescue Plan Act - Coronavirus State & Local Fiscal Revoery TYes F No If Yes \$ Funding from General Fund? Yes □ No. Contract is fully or partially funded with Federal Funds? If Yes, is the Contract to a vendor or subrecipient? Subrecipient Yes No Were insurance or indemnity clauses modified? If Yes, attach Risk's approval. Yes ✓ No Vendor is using a Social Security Number? If Yes, attach the required form per Administrative Procedure 22-10. Amendment / Revised Award Information Document Type: Department Code: _____ Contract Number (i.e., 15-123): _____ AMS Version No.: _____ Amendment No.: _____ New Termination Date: _____ Commencement Date: Prior Contract No. (Synergen/CMS): _____ © Expense © Revenue © Increase © Decrease Amount This Amendment: \$ _____ 🦵 Yes 🎵 No If Yes \$ _____ Is there revenue included? *Funding Source(s) required: Funding from General Fund? FYes CNo If Yes \$ _____ 「Award 「Amendment **Grant/Amendment Information** (for grants acceptance and awards) Document Type: _____ Department Code: _____ Grant Number (i.e., 15-123): ______ Termination Date: _____ Commencement Date: _____ Amendment Number: _____ Match Amount: \$ _____ Revenue Amount: \$ _____ *All Funding Source(s) required: _____ If Yes \$ _____ If Yes \$ *Match funding from other sources? $\overset{\leftarrow}{\Gamma}$ Yes $\overset{\leftarrow}{\Gamma}$ No *Funding Source: *If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?

Contact: Melissa Molina/Alicia Montoya (520) 724-4004

Department: Grants Management & Innovation

Telephone: (520) 724-8562

Department Director Signature

Deputy County Administrator Signature: County Administrator Signature:

Funds

Pima County Department of Grants Management & Innovation (GMI)								
Project: Job Training Programs Infrastructure Enhancement								
Subrecipient: Pima Community College District								
Amount	Amount: \$5,340,676.00							
Contrac	t No.: CT-GMI-	22*277						
Funding: U.S. Department of Treasury, American Rescue Plan Act- Coronavirus State & Local Fiscal Recovery Funds								
DUNS N	lo.: 068414630							
Researc	h or Developme	ent:	Yes	⊠ No				
Federal	Contract No.:	N/A						
Require	d Match:	☐ Yes ⊠ No		Match Amoun	t: N/A	-		
Indirect	Cost Rate:	☐ Federal		☐ NICRA	□ de minimis	☐ None		
Status of Agency: Subrecipient C				☐ Contractor				
CFDA	Program D	escription	Nat	ional Funding	Pima County Award	FAIN		
21.027	American Resc Coronavirus Sta Fiscal Recovery	ate & Local	\$35	0,000,000,000	FY 21 \$101,710,834.00	SLFRP0180		

FEDERAL FINANCIAL ASSISTANCE SUBAWARD

- 1. Parties, Authority, and Background.
 - 1.1. **Parties**. This Federal Financial Assistance Subaward ("Agreement") is between Pima County, a body politic and corporate of the State of Arizona ("County"), and Pima Community College District ("Subrecipient").
 - 1.2. **Authority**. County received the first tranche of Coronavirus State & Local Fiscal Recovery Funds (CSLFRF) funding in the amount of \$101,710,834.00, from the U.S. Department of the Treasury ("Treasury") as part of the American Rescue Plan Act ("ARPA"), signed by President Biden on March 11, 2021 (American Rescue Plan Act of 2021, sec. 9901, Pub. L. 117-2, codified as 42 U.S.C 802, *et seq.*) Treasury issued the Final Rule for State, Territorial, Local, and Tribal Governments (the "Final Rule") on January 27, 2022, codified at 31 C.F.R. Part 35. The Final Rule's effective date is April 1, 2022 but Treasury's Overview of the Final Rule states that recipients may rely on the Final Rule before the effective date and County is doing so. Treasury also published CSLFRF Frequently Asked Questions ("FAQs") that were last updated in January 2022, which set forth Treasury's interpretation of the CSLFRF's provisions for the use of funds. County is authorized by 31 C.F.R. §35.6 (b)(3)(ii)(A)(8) to use funds to provide assistance to individuals who want to work and are available to work. County

- is also authorized by A.R.S. §§ 11-254.04 to spend public monies to improve and enhance the economic welfare and health of the inhabitants of the County.
- 1.3. Background. On August 10, 2021, the Pima County Board of Supervisors approved the Pima County Recovery Plan Recommendations and Allowability Analysis: American Rescue Plan Act (ARPA) Federal Direct Allocation Award - Coronavirus Local Fiscal Recovery Fund (CLFRF). The primary role of ARPA/CLFRF is address the ongoing needs of local governments to respond to the public health emergency caused by COVID-19. As such allowable activities/expenditures are focused on supporting the ability to "bring the pandemic under control" (p. 26787, Section I.B. (Background Information/The Statue and Interim Final Rule) Interim Final Rule, Federal Register, Vol. 86, No. 93. May 17, 2021, Rules and Regulations). The allowable activities under this stated purpose are fairly broad, but all activities must be either direct or indirect impacts of the pandemic. Additionally, there is recognition in ARPA/CLFRF of the disparate impacts of COVID-19 on low- to moderate-income communities and people of color, communities that face systemic public health and economic challenges (p. 26788, Section I.B. (Background Information/The Statue and Interim Final Rule) Interim Final Rule, Federal Register, Vol. 86, No. 93. May 17, 2021, Rules and Regulations). Allowable activities include those that respond to the negative economic impacts experienced by individuals, households, business and governments. Responding to the negative economic impacts of COVID-19 includes investment in job training programs for displaced workers, unemployed and lowincome individuals. As such, ARPA/CLFRF funding has been allocated to the purchase of equipment and software to enhance job training programs and partnership with Subrecipient to include health and Information Technology (IT) infrastructure programs.
- 2. Term. The term of this Agreement commences on January 1, 2022 and will terminate on December 31, 2024. If the commencement date of the Term is before the signature date of the last party to execute this Agreement, the parties will, for all purposes, deem the Agreement to have been in effect as of the commencement date. The term of this Agreement will survive and remain in effect during any period that Subrecipient has control over any funds provided under this Agreement, including program income.
- 3. Scope of Services. Subrecipient will provide County with the services described in Exhibit A (13 pages). Subrecipient will also undertake the same obligations to the County, as the County does to Treasury. Subrecipient will hold County harmless against any injury that County may suffer with respect to Treasury because of any failure on the part of Subrecipient to fulfill obligations to Treasury. Subrecipient will employ suitably trained and skilled personnel to perform all services under this Agreement. Unless otherwise provided for herein, the personnel delivering services pursuant to this Agreement will: (1) be employees or volunteers of the Subrecipient; (2) satisfy any qualifications in this Agreement; and (3) be covered by personnel policies and practices of Subrecipient. Subrecipient will maintain an accounting manual that describes its financial procedures in sufficient detail to ensure that its financial practices are easily understood.

4. Monitoring and Evaluation.

4.1. County will monitor Subrecipient's activities and information sources in the management, fiscal, and services systems of Subrecipient and any subcontracted parties relating to performance of duties and obligations under this Agreement to

ensure that Subrecipient is uses the funding as allowed by the CSLFRF. Monitoring may include:

- 4.1.1. Making adequate and acceptable progress in the provision of services;
- 4.1.2. Maintaining adequate and acceptable systems to document services and expenditures; and
- 4.1.3. Using the funds provided pursuant to this Agreement effectively and efficiently to accomplish the purposes for which funds were made available.
- 4.2. Subrecipient must cooperate in County's monitoring and evaluation process and in any monitoring or oversight by Treasury's Inspector General. To the greatest extent permissible by law, and in addition to the provisions below in Section 6, Audit, and Section 23, Books and Records, County, and any authorized federal, state or local agency, including, but not limited to, the U.S. Department of the Treasury and the Comptroller of the United States, will at all reasonable times have the right of access to Subrecipient's facilities. Subrecipient must assist County in providing reports and documentation related to Subrecipient's performance and, where applicable, the impact of the CSLFRF-funded activities on the community. If County finds that Subrecipient's performance is inconsistent with CSLFRF or the with 2 C.F.R. Part 200, Subrecipient will be in default of this Agreement. If Subrecipient fails to take appropriate actions to correct the default within 15 calendar days from date of notice, this Agreement may be suspended or terminated.

5. Compensation and Payment.

- 5.1. **Not-to-Exceed Amount**. County may pay Subrecipient up to \$5,340,676.00 (the "Not to Exceed or NTE Amount"). Subrecipient may not provide any services, payment for which will cause County's total payment under this Agreement to exceed the NTE Amount. If Subrecipient does so, it is at Subrecipient's own risk.
- 5.2. **Budget**. Subrecipient will be paid on a cost reimbursement basis in accordance with the Budget in **Exhibit A**.
- 5.3. **Sales Taxes**. The payment amounts or rates in **Exhibit A** do not include sales taxes. Subrecipient may include sales taxes that Subrecipient is required to pay under this Subaward. Subrecipient will show sales taxes as a separate line item on invoices.
- 5.4. Use of Funds. Subrecipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing. Subrecipient will undertake the same obligations to County, as County does to Treasury. Subrecipient will hold County harmless against any injury that County may suffer with respect to Treasury due to any failure on the part of Subrecipient to fulfill its obligations. Subrecipient is responsible for being informed of all updates issued to regulations, frequently asked questions and compliance and reporting guidance.
- 5.5. **Timing of Invoices**. Subrecipient will invoice County on a monthly basis as set forth in **Exhibit B** (7 pages). County must receive monthly invoices no more than 30 days after the end of the billing period in which Subrecipient delivered the invoiced products

- or services to County. County may refuse to pay for any product or service for which Subrecipient does not timely invoice the County.
- 5.6. Content of Invoices. Subrecipient will include detailed documentation in support of its invoices and assign each amount billed to an appropriate line item in Exhibit A. Each monthly request for reimbursement must have a unique invoice identifier and include this Agreement number. The person(s) that prepared the invoice and an authorized manager, supervisor or executive of the Subrecipient must approve and sign each invoice to insure proper internal financial controls. In addition, each invoice must be for costs identified in Exhibit A. Subrecipient must provide the following documentation with each Invoice:
 - 5.6.1. A summary report of monthly expenditures by expense categories as shown in approved budget in **Exhibit A**.
 - 5.6.2. Copies of invoices and checks (front and back) to support all purchases of goods or services.
 - 5.6.3. Copies of timesheets that account for 100% of each employee's time and effort, that are signed by the employee and by a supervisor with direct knowledge of the employee's work effort for all personnel expenditures.
 - 5.6.4. If reimbursement is authorized for travel and incidental expenses, detailed travel reports to support all travel expenses.
 - 5.6.5. A signed copy of the Financial Status Report and Request for Funds on the form provided by County similar to the form in **Exhibit B**.
 - 5.6.6. Any other documentation requested by County.
- 5.7. Subrecipient may request changes of no more than 10% to line items in the budget in Exhibit A provided that the changes do not increase or decrease the NTE amount. Subrecipient must submit a written request for the line item changes on or before January 1 of the contract year. Subrecipient's written request must explain in detail why the request is necessary and how Subrecipient will continue to meet the specific purpose, program(s), metrics, or outcomes in this Agreement despite the requested changes. The requested changes must be for future expenditures. The changes may not be to cover unbudgeted expenditures incurred by Subrecipient prior to receiving the written approval for a line item change. County's Director of Grants Management & Innovation or designee has authority to approve any such changes. If the Director of Grants Management & Innovation or designee approves the request for the budget line item change, the change will not be effective, nor will compensation under the change be provided, until the date set included in the written approval provided to Subrecipient.
- 5.8. Payments to Subrecipient. No payments will be made to Subrecipient, until: (1) Subrecipient has completed and submitted a W-9 Taxpayer Identification Number form; (2) Subrecipient has registered as a Pima County Vendor through the Pima County Procurement website; (3) Subrecipient is currently registered on SAM.gov; (4) this Agreement is fully executed; and (5) adequate and accurate documentation is provided with each request for payment or invoice. County will determine the acceptability and progress of work performed and determine the resulting entitlement to of each request for reimbursement. County may also liquidate funds available under this Agreement for costs incurred by County on behalf of Subrecipient, with a 30-day notification to

Subrecipient. County may at any time question any payment to Subrecipient. If County raises a question about the propriety of a past payment, Subrecipient will cooperate with County in reviewing the payment. County may set-off any overpayment against amounts due to Subrecipient under this or any other Agreement between County and Subrecipient. Subrecipient will promptly pay to County any overpayment that County cannot recover by set-off. Subrecipient must also provide copies of the Subrecipient Core Documents in **Exhibit C** (2 pages) before County will disburse any funds to Subrecipient.

5.9. Final Payment. Subrecipient must submit its request for final payment for compensation earned and/or eligible costs incurred to the County within 15 calendar days after the end of the contract term. The request must meet the requirements set for in Paragraph 5.6 above and include a report summarizing Subrecipient's performance during the term of the Agreement. County may deny any request for reimbursement received after January 15, 2025.

6. Audit Requirements.

6.1. Subrecipient will comply with the Audit Requirements for Federal Awards in 2 CFR Part 200, Subpart F. In addition, Subrecipient will establish and maintain a separate, identifiable accounting of all funds provided by County under this Agreement. The accounting must record all expenditures which are used to support invoices and requests for payment from County. Subrecipient will also establish and maintain accounting records which identify the source and application of any funds not provided under this Agreement used to support these activities and ensure that all accounting records meet the requirements of the Federal, State, County, and generally accepted accounting principles laws and regulations. Upon written notice from County, Subrecipient will provide County a program-specific and/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. Subrecipient will assure that any audit conducted pursuant to this Agreement is performed by a qualified, independent accounting firm and submitted to County within six months of completion of the audit required pursuant to this Section 6, unless a different time is specified by County. The audit submitted must include Subrecipient responses, if any, concerning any audit findings. Subrecipient is responsible for all costs for any audit required or requested pursuant to this Section 6.

6.2. Subrecipient status:

- 6.2.1. If Subrecipient is a "nonprofit corporation" that meets the definition of "corporation" in A.R.S. 10-3140, Subrecipient will comply with the applicable audit requirements set forth in A.R.S. 11-624, "Audit of Non-Profit Corporations Receiving County Monies."
- 6.2.2. If Subrecipient meets or exceeds the single audit threshold set forth in 2 C.F.R. Part 200, Subrecipient will 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 Subrecipient's fiscal year.

6.3. Subrecipient must timely submit the required or requested audit(s) to:

Pima County Grants Management & Innovation 130 West Congress St, 3rd floor Tucson, Arizona 85701

- 7. False Statements. Subrecipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
- 8. **Insurance**. Subrecipient will procure and maintain at its own expense insurance policies (the "Required Insurance") satisfying the below requirements (the "Insurance Requirements") until all its obligations under this Agreement have been met. The below Insurance Requirements are minimum requirements for this Agreement and in no way limit Subrecipient's indemnity obligations under this Agreement. The County in no way warrants that the required insurance is sufficient to protect the Subrecipient for liabilities that may arise from or relate to this Agreement. If necessary, Subrecipient may obtain commercial umbrella or excess insurance to satisfy the Insurance Requirements.
 - 8.1. **Insurance Coverages and Limits**: Subrecipient will procure and maintain, until all its obligations have been discharged, coverage with limits of liability not less than those stated below. Coverage must be placed with insurers acceptable to the County with A.M. Best rating of not less than A-VII, unless otherwise approved by the County.
 - 8.1.1. Commercial General Liability (CGL) Occurrence Form with limits not less than \$2,000,000 Each Occurrence and \$2,000,000 General Aggregate. Policy shall include coverage for liability arising from premises, operations, independent contractors, personal injury, bodily injury, broad form contractual liability and products-completed operations. Any standard coverages excluded from the CGL policy, such as products/completed operations, etc. shall be covered by endorsement or separate policy and documented on the Certificates of Insurance.
 - 8.1.2. **Business Automobile Liability** Coverage for bodily injury and property damage on any owned, leased, hired, and/or non-owned autos assigned to or used in the performance of this Agreement with minimum limits not less than \$1,000,000 Each Accident.
 - 8.1.3. Workers' Compensation and Employers' Liability Statutory coverage for Workers' Compensation. Workers' Compensation statutory coverage is compulsory for employers of one or more employees. Employers Liability coverage with limits of \$1,000,000 each accident and \$1,000,000 each employee disease.
 - 8.1.4. **Professional Liability (E & O) Insurance** This insurance is required for work from professionals whose coverage is excluded from the above CGL policy. The policy limits shall be not less than \$1,000,000 Each Claim and \$3,000,000 Annual Aggregate. The insurance shall cover professional misconduct or negligent acts of anyone performing any services under this Agreement.

8.2. Additional Coverage Requirements:

- 8.2.1. Claims Made Coverage: If any part of the Required Insurance is written on a claims-made basis, any policy retroactive date must precede the effective date of this Agreement, and Subrecipient must maintain such coverage for a period of not less than three (3) years following Agreement expiration, termination or cancellation.
- 8.2.2. Additional Insured Endorsement: The General Liability, Business Automobile Liability and Technology E&O Policies shall each be endorsed to include Pima County, its departments, districts, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Subrecipient.
- 8.2.3. **Subrogation Endorsement**: The General Liability, Business Automobile Liability, Workers' Compensation and Technology E&O Policies shall each contain a waiver of subrogation endorsement in favor of Pima County, and its departments, districts, officials, agents, and employees for losses arising from work performed by or on behalf of the Subrecipient.
- 8.2.4. **Primary Insurance Endorsement**: The Required Insurance policies must stipulate that they are primary and that any insurance carried by County, or its agents, officials, or employees, is excess and not contributory insurance.
- 8.2.5. The Required Insurance policies may not obligate County to pay any portion of Subrecipient's deductible or Self Insurance Retention (SIR).
- 8.2.6. Subcontractors: Subrecipient must either (a) include all subcontractors as additional insureds under its Required Insurance policies, or (b) require each subcontractor to separately meet all Insurance Requirements and verify that each subcontractor has done so, Subrecipient must furnish, if requested by County, appropriate insurance certificates for each subcontractor. Subrecipient must obtain County's approval of any subcontractor request to modify the Insurance Requirements as to that subcontractor.
- 8.3. **Notice of Cancellation:** Subrecipient must notify County, within two business days of Subrecipient's receipt of notice from an insurer, if any Required Insurance policy is suspended, voided, or cancelled for any reason. Notice must include the Pima County project or contract number and project description.

8.4. Verification of Coverage:

- 8.4.1. Subrecipient must furnish County with a certificate of insurance (valid ACORD form or equivalent approved by Pima County) for each Required Insurance policy, which must specify that the policy has all the required endorsements, and must include the Pima County project or contract number and project description. Each certificate must be signed by an authorized representative of the insurer.
- 8.4.2. County may at any time require Subrecipient to provide a complete copy of any Required Insurance policy or endorsement. Note: Subrecipients for larger

- projects must provide actual copies of the additional insured and subrogation endorsements.
- 8.4.3. Subrecipient must provide the certificates to County before work commences. Each Required Insurance policy must be in effect at least 10 days before work under this Agreement commences. Subrecipient must provide County a renewal certificate not less than 15 days prior to a Required Insurance policy's expiration date. Failure to maintain the Required Insurance policies, or to provide evidence of renewal, is a material breach of this Agreement.
- 8.4.4. All insurance certificates must be sent directly to the appropriate County Department.

8.5. Approval and Modifications:

The Pima County Risk Manager may modify the Insurance Requirements at any point during the Term of this Agreement. This can be done administratively, with written notice from the Risk Manager and does not require a formal amendment. Neither the County's failure to obtain a required insurance certificate or endorsement, the County's failure to object to a non-complying insurance certificate or endorsement, nor the County's receipt of any other information from the Subrecipient, its insurance broker(s) and/or insurer(s), constitutes a waiver of any of the Insurance Requirements.

9. **Indemnification**. To the fullest extent permitted by law, each party will defend, indemnify, and hold harmless the other party and any related taxing district, and the officials and employees of each of them (collectively, "Indemnitee") from and against any and all claims, actions, liabilities, losses, and expenses (including reasonable attorney fees) (collectively, "Claims") arising out of actual or alleged injury of any person (including death) or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by any act or omission of the indemnifying party or any of the indemnifying party's directors, officers, agents, employees, volunteers, or subcontractors. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of the indemnifying party to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The Indemnitee will, in all instances, except for Claims arising solely from the acts or omissions of the Indemnitee, be indemnified by the indemnifying party from and against any and all Claims. The indemnifying party is responsible for primary loss investigation, defense and judgment costs for any Claim to which this indemnity applies. This indemnity will survive the expiration or termination of this Agreement.

10. Laws and Regulations.

- 10.1. Compliance with Laws. In addition to the specific requirements in Exhibit D (4 pages), Subrecipient will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders and Subrecipient will require such compliance by other parties in any agreements it enters into relating to this Agreement.
- 10.2 **Licensing**. Subrecipient warrants that it is appropriately licensed to provide the services under this Agreement and that its subcontractors will be appropriately licensed.

- 10.3. Choice of Law; Venue. The laws and regulations of the State of Arizona govern the rights and obligations of the parties under this Agreement. Any action relating to this Agreement must be filed and maintained in the appropriate court of the State of Arizona in Pima County.
- 10.4. Domestic Preference for Procurements. As specified in 2 C.F.R. § 200.322, as appropriate and to the extent consistent with law, Subrecipient will, to the greatest extent practicable under Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement and other manufactured products). The requirements of this section must be included in all sub-awards including all contracts and purchase orders for work or products under this award.
- 10.5. Telecom Prohibition. Subrecipient will comply, as applicable, with requirements of the prohibition on certain telecommunications and video surveillance services or equipment as specified in 2 C.F.R. § 200.216.
- 10.6. Environmental Laws. Subrecipient will comply with all applicable standards, orders or regulations issued under the Clean Air Act (42 USC7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387) as amended (Contracts and subgrants in excess of \$150,000).
- 11. Independent Contractor. Subrecipient is an independent contractor. Neither Subrecipient, nor any of Subrecipient's officers, agents or employees will be considered an employee of Pima County for any purpose or be entitled to receive any employment-related benefits, or assert any protections, under the Pima County Merit System. Subrecipient is responsible for paying all federal, state and local taxes on the compensation received by Subrecipient under this Agreement and will indemnify and hold County harmless from any and all liability that County may incur because of Subrecipient's failure to pay such taxes.
- 12. Sub-subrecipients. Subrecipient will not enter into any subawards for any services to be performed under this Agreement without County's prior written approval of the subaward. Prior written approval from County is not required for the purchase of supplies that are necessary and incidental to Subrecipient's performance under this Agreement. Subrecipient is fully responsible for all acts and omissions of any sub-subrecipients, and of persons directly or indirectly employed by any sub-subrecipients, and of persons for whose acts any of them may be liable, to the same extent that the Subrecipient is responsible for the acts and omissions of its own employees. Nothing in this Agreement creates any obligation on the part of County to pay or see to the payment of any money due any sub-subrecipient, except as may be required by law. Subrecipient must follow all applicable Federal, State, and County rules and regulations for obtaining sub-subrecipients. Subrecipient must include the provisions in Exhibit D in all agreements between Subrecipient and its subrecipients providing goods or services pursuant to this Agreement. Subrecipient is responsible for subsubrecipients' compliance with the provisions in Exhibit D and for any disallowances or withholding of reimbursements resulting from noncompliance of any subrecipients with Exhibit D.
- 13. Non-Discrimination. Subrecipient will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this Agreement, including flow-down of all provisions and requirements to any subcontractors. During the performance of this Agreement, Subrecipient will 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.
- 14. **Assignment**. Subrecipient may not assign its rights or obligations under this Agreement, in whole or in part, without the County's prior written approval. County may withhold approval at its sole discretion.
- 15. **Authority to Contract**. Subrecipient warrants its right and power to enter into this Agreement. If any court or administrative agency determines that County does not have authority to enter into this Agreement, County will not be liable to Subrecipient or any third party by reason of such determination or by reason of this Agreement.
- 16. **Full and Complete Performance**. The failure of either party to insist, in one or more instances, upon the other party's complete and satisfactory performance under this Agreement, or to take any action based on the other party's failure to completely and satisfactorily perform, is not a waiver of that party's right to insist upon complete and satisfactory performance, or compliance with any other covenant or condition in this Agreement, 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 is not an accord and satisfaction.
- 17. **Cancellation for 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 into this Agreement by reference.
- 18. Termination by County.
 - 18.1. **Without Cause**. County may terminate this Agreement at any time without cause by notifying Subrecipient, in writing, at least 30 days before the effective date of the termination. In the event of such termination, County's only obligation to Subrecipient will be payment for services rendered prior to the date of termination.
 - 18.2. **With Cause**. County may terminate this Agreement at any time without advance notice and without further obligation to County when County finds Subrecipient to be in default of any provision of this Agreement.
 - 18.3. **Non-Appropriation**. Notwithstanding any other provision in this Agreement, County may terminate this Agreement 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 Agreement. In the event of such termination, County will have no further obligation to Subrecipient, other than to pay for services rendered prior to termination.
- 19. **Notice**. Any notice required or permitted to be given under this Agreement must be in writing and be served by personal delivery or by certified mail upon the other party as follows:

County:

Subrecipient:

Regina Kelly, Director Grants Management & Innovation 130 West Congress St., 3rd Floor Tucson, AZ 85701 Laurie Wright, Director Grant Services Department 4905 East Broadway Blvd Tucson, AZ 85709-1010

- Non-Exclusive Contract. Subrecipient understands that this Agreement is nonexclusive
 and is for the sole convenience of County. County reserves the right to obtain like services
 from other sources for any reason.
- 21. **Remedies**. Either party may pursue any remedies provided by law for the breach of this Agreement. No right or remedy is intended to be exclusive of any other right or remedy and each is cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Agreement.
- 22. **Severability**. Each provision of this Agreement stands alone, and any provision of this Agreement found to be prohibited by law will be ineffective to the extent of such prohibition without invalidating the remainder of this Agreement.
- 23. Books and Records. Subrecipient must keep and maintain proper and complete books, records and accounts, which will be open at all reasonable times for inspection and audit by duly authorized representatives of County, and any authorized federal, state or local agency, including, but not limited to, the U.S. Department of the Treasury and the Comptroller of the United States. In addition, Subrecipient will retain all records relating to this Agreement for at least seven years after Subrecipient 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 seven-year period, whichever is later.

24. Public Records.

- 24.1. **Disclosure**. Pursuant to A.R.S. § 39-121 et seq., this Agreement and all documents related to this Agreement are public records. As such, those documents are subject to release and/or review by the general public upon request, including competitors.
- 24.2. Records Marked Confidential; Notice and Protective Order. If Subrecipient reasonably believes any records that it submits to County contain proprietary, tradesecret or otherwise-confidential information, Subrecipient must prominently mark those records "CONFIDENTIAL." In the event a public-records request is submitted to County for records marked CONFIDENTIAL, County will notify Subrecipient of the request as soon as reasonably possible. County will release the records 10 business days after the date of that notice, unless Subrecipient has, within that period, secured an appropriate order from a court of competent jurisdiction, enjoining the release of the records. County will not, under any circumstances, be responsible for securing such an order, nor will County be in any way financially responsible for any costs associated with securing such an order.
- Other Documents. In entering into this Agreement, Subrecipient and County relied on the Interim Final Rule and Final Rule for State, Territorial, Local, and Tribal Governments, the FAQs, and the Compliance and Reporting Guidance that are available at https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-funds. The requirements in these documents are incorporated into this Agreement to the extent they are consistent with the provisions of

this Agreement, including all exhibits. Subrecipient will promptly bring any potentially inconsistent provisions to County's attention, and County will provide Subrecipient with its interpretation of the provisions in question. If there is an irreconcilable inconsistency, the provisions of the awarding agency documents will govern over this Agreement, unless otherwise required by law.

26. Legal Arizona Workers Act Compliance.

- 26.1. Compliance with Immigration Laws. Subrecipient hereby warrants that it will at all times during the term of this Agreement comply with all federal immigration laws applicable to its employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Subrecipient will further ensure that each subcontractor who performs any work for Subrecipient under this Agreement likewise complies with the State and Federal Immigration Laws.
- 26.2. <u>Books & Records</u>. County has the right at any time to inspect the books and records of Subrecipient and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.
- 26.3. Remedies for Breach of Warranty. Any breach of Subrecipient's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, is a material breach of this Agreement subjecting Subrecipient to penalties up to and including suspension or termination of this Agreement. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Subrecipient will 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, as soon as possible so as not to delay project completion. Any additional costs attributable directly or indirectly to such remedial action are the responsibility of Subrecipient.
- 26.4. <u>Subcontractors</u>. Subrecipient will advise each subcontractor of County's rights, and the subcontractor's obligations, under this Section 26 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 is a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

27. **Israel Boycott Certification**. Pursuant to A.R.S. § 35-393.01, if Subrecipient engages in for-profit activity and has 10 or more employees, and if this Agreement has a value of \$100,000.00 or more, Subrecipient certifies it is not currently engaged in, and agrees for the duration of this Agreement to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

- 28. Amendment. The parties may modify, amend, alter or extend this Agreement only by a written amendment signed by the parties and, where applicable, by the Federal sponsoring agency, before any services under the amendment commences Minor modifications may be made by written memorandum approved and signed by the Director of Grants Management & Innovation Department or designee. Minor modifications are changes in the scope, which do not change the specified purpose, outcomes or the total compensation provided through this Agreement and do not in any way increase the direct or indirect liability of County under this Agreement.
- 29. **Entire Agreement**. This document constitutes the entire agreement between the parties pertaining to the subject matter it addresses, and this Agreement supersedes all prior or contemporaneous agreements and understandings, oral or written.
- 30. **Effective Date**. This Agreement will become effective when all parties have signed it. The effective date of the Agreement will be the date this Agreement is signed by the last party (as indicated by the date associated with that party's signature).

PIMA COUNTY	SUBRECIPIENT
	Ana Durazo (Mar 15; 2022 11:16 PDT)
Chair, Board of Supervisors	Authorized Officer Signature
	Ana Durazo Interim Directo
Date	Printed Name and Title
	Mar 15, 2022
ATTEST	Date
ATTEOT	
Clerk of the Board	
Date	
APPROVED AS TO FORM	APPROVED AS TO CONTENT
Stoney	A K
Deputy County Attorney	Department Head
Stacey Roseberry	3/18/22
Print DCA Name	Date/ /

Exhibit A (13 pages) Scope of Services

Project One: MICRO-PATHWAYS

1. Purpose: "Reskilling and Recovery Network Strategic Plan": Reaching the adult learner; "Pivot Playbook": Prioritize and Scale Up Micro-Pathways.

Micro-pathways are short-term programs (i.e., 6 months or less) that lead directly into in-demand jobs with family-sustaining wages within Pima County. Pima Community College District (PCC) has created eight micro-pathways that are aligned with the state-of-the-art Centers of Excellence. The eight micro-pathways were co-designed by PCC in partnership with regional business and industry partners and include embedded industry-recognized certifications.

2. Project Services:

- Provide no fewer than 500 Pima County residents with financial support to aid access to micro-pathways, apprenticeships, and other workforce development training programs to gain employment in high growth career fields.
 - The skills gap has inhibited a strong economic recovery and growth in Arizona in the post-COVID era. Industry 4.0 (i.e., automation, artificial intelligence, mobile technology, cloud computing) has created a demand for high-tech skills and the need for reskilling and upskilling.
 - The high growth career fields with family sustain wages are in Automotive, HVAC, Plumbing, Electrical, Carpentry, Automated Industrial Technology (AIT), IT/Cybersecurity, EMS, Welding, Machining and Healthcare.
 - To qualify learners must meet one or more of the following:
 - Low to moderate income: documented via eligibility for \$1 or more of Pell grant or documentation of receipt of DES Benefits (SNAP, TANF or AHCCCS); and/or
 - Be displaced by the pandemic: documented via proof of current or past unemployment benefits or employer documentation of loss of income;
 - Shifting from a vulnerable sector (e.g., Hospitality) documented by pay stubs for current or past employment in a vulnerable sector earning less than a family sustaining wage; and/or
 - Be entering a Pima Community College Healthcare or EMS training program.
- Micro-pathways navigators, career coaches, and success coaches for Micro-Pathway Courses, & Apprenticeship Scholarships for Required Technical Instruction In order to meet the needs of adult learners that may have been displaced due to the pandemic, PCC will provide high-touch support for learners: community navigators, career navigators, and success coaches to provide wraparound services to take a holistic learner-centered approach to success.
 - PCC is committed to partnering with employers to create work-based learning opportunities and apprenticeships for micro-pathway learners and building a strong talent pipeline to high-skill/high-tech jobs.
 - The navigators, career coaches, and success coaches include building rapport with up to 500 learners, creating and implementing a success plan with milestones, referring them to Community Based Organizations, networking, seeking

- apprenticeship and employment opportunities, comprehensive career services, and helping learners overcome academic and personal barriers to ensure learner success.
- Lastly, to incentivize employers' adoption of an apprenticeship model, PCC will provide scholarships for Required Technical Instruction (RTI) for up to 30 apprentices.
- o To qualify learners must meet one or more of the following:
 - Low to moderate income: documented via eligibility for \$1 or more of Pell grant or documentation of receipt of DES Benefits (SNAP, TANF or AHCCCS); and/or
 - Be displaced by the pandemic: documented via proof of current or past unemployment benefits or employer documentation of loss of income; and/or
 - Shifting from a vulnerable sector (e.g., Hospitality) documented by pay stubs for current or past employment in a vulnerable sector earning less than a family sustaining wage; and/or
 - Be entering a Pima Community College Healthcare or EMS training program.

3. Budget:

Item of Cost	Rate	MTDO	Total Project Budget	
·		Included	Excluded	
Personnel and Fringe				
Navigators, Career Coaches, Success Coaches		\$693,348.00		
Other				
Student Financial Aid				
Pre-training selective admission supports			\$112,500.00	\$112,500.00
Scholarships and/or training fees			\$937,344.10	\$937,344.10
Books and Supplies			\$215,000.00	\$215,000.00
Certification Exam Testing Fees			\$150,600.00	\$150,600.00
BB - US and Total Discret Conta		#000 040 00		#CO2 240 CO
Modified Total Direct Costs		\$693,348.00		\$693,348.00
Indirect Costs	10.00%	\$69,334.80		\$69,334.80
Total		\$762,682.80	\$1,415,444.10	\$2,178,126.90

- **4. Reports:** Subrecipient will report the following using the Project Performance Report in **Exhibit E** (2 pages):
 - 1. Number of low-income students provided with financial support, navigation and/or coaching to aid access to micro-pathways, apprenticeships, and other workforce

development training programs. **Performance benchmark for this indicator:** 166 learners served for year 1 and 2.

- 2. Number of the following hired/supported by funding:
 - a. Community navigators
 - b. Career navigators
 - c. Success coaches
- 3. Number of workers enrolled in sectoral job training programs.
- 4. Number of workers completing sectoral job training programs.

Project Two: Health Professions Center of Excellence

1. **Purpose:** "Pivot Playbook": Design for Industry 4.0; Increase Work-Based Learning and Apprenticeship Opportunities.

2. Project Goods & Services:

- Syndaver Medical Virtual Reality Lab (one female and one male high fidelity cadaver models) extends the lab and clinical site space by providing anatomically accurate medical models consisting of moist and pliable material resembling living tissue.
 - Many institutions have gone to using the Syndaver in place of an actual cadaver lab.
 - All of the body's muscles, organs and systems are meticulously represented, and unlike traditional models made of rubbery silicon or rigid plastic, Syndavers are moist and pliable, and they closely resemble living tissue.
 - Syndaver's can be used for ventilating patients and allowing students to see the lungs at work, they can be x-rayed like a real human body, they can demonstrate the flow of blood, be dissected, and a high fidelity model can be manipulated to respond to various situations creating measurable blood pressures, pulse and even a beating heart.
 - o In addition to synthetic human cadavers, they also have cats and dogs for biology lab use
 - o The high fidelity models are \$100K each, and one female and one male are required.
- An Anatomage Table would allow for face-to-face virtual dissection in a lab setting but also allows instructors to stream the activities in an online or distance environment.
 - Anatomage comes preloaded with three life-size, 3D human cadavers and includes dog, cat, bird, turtle and mouse cadavers to be used in Biology.
 - The system can be integrated into PCC's IT system and used remotely at other campuses.
- 24 GoPro Cameras to extend lab utilization by creating a free access period for basic skills practice and check-offs.
 - Access to lab space is difficult due to social distancing.
 - Instructors could record themselves demonstrating the skills and discussing the objectives of those skills and then upload that information to the LMS for their course. The students could then watch the video demonstrations with guidance from the instructors and schedule a time to go to the skills lab when it was open and available to practice the skills. They would then record their attempt at a check off and upload it for their instructor to review, assess, and provide feedback.
- DistanceSim, vSim, zSpace, & xLung institutional licenses for virtual learning –

Collectively these technologies would allow PCC to conduct live simulation and clinical observation scenarios online. During COVID, students have had difficulty accruing the requisite amount of clinical observation hours. This technology would allow:

- o Session scheduling, scenario management and learner assignment.
- o Physical and virtual room integration.
- Run virtual simulations or clinical observation sessions from any of your AVenabled rooms.
- The ability for instructors to actively demonstrate or serve as a remote proxy for learners.
- o Develop clinical reasoning skills and preparedness for practice from anywhere.

3. Budget:

Item of Cost	Rate	MTDC status*		Total Project Budget
		Included	Excluded	
Materials and Supplies				
24 GoPro Cameras		\$3,600.00		
DistanceSim, vSim, zSpace & Xlung Technology Licenses		\$150,000.00		
Capital Expenditures				
Syndaver Medical Virtual Lab Human Models			\$200,000.00	\$200,000.00
Anatomage Table			\$75,000.00	\$75,000.00
Modified Total Direct Costs		\$153,600.00		\$153,600.00
Indirect Costs	10.00%	\$15,360.00		\$15,360.00
Total		\$168,960.00	\$275,000.00	\$443,960.00

4. Reporting: Subrecipient will report the following using the Project Performance Report in **Exhibit E**:

- 1. Number of Syndaver high fidelity cadaver models procured.
- 2. Number of Anatomage tables procured.
- 3. Number of hours featuring use of procured Syndaver models and Anatomage tables.
- 4. Number of GoPro cameras procured.
- 5. Number of hours featuring use of GoPro cameras.
- 6. Number of DistanceSim, vSim, zSpace, and xLung institutional licenses procured.
- 7. Number of students accessing course materials via procured institutional licenses.
- 8. Number of total student clinical observation hours facilitated by institutional licenses procured.
- Number and percentage of students meeting minimum requirement for clinical observation hours. Performance benchmark for this indicator: At least 2,649 students annually/100%.

- 10. Percentage of students and professors expressing satisfaction with procured resources.
- 11. Number of workers enrolled in sectoral job training programs.
- 12. Number of workers completing sectoral job training programs.

Project Three: Public Safety Center of Excellence

1. Purpose: "Pivot Playbook": Design for Industry 4.0.

2. Project Goods & Services:

Purchase Public Safety Center of Excellence high-tech simulation and virtual reality equipment for the college's Public Safety Center of Excellence supporting fire science, emergency medicine, and law enforcement.

- Paramedic and Emergency Medical Technicians have proved essential to the pandemic response and vaccination efforts. With large numbers of public safety workers nearing retirement age, investing in workforce development and training for first responders is critical to ensuring Pima County continues to have the infrastructure needed for the recruitment of new companies and the expansion of existing businesses.
- PCC serves as the primary training provider for first responders in Southern Arizona.
- By utilizing high-tech training equipment, learners have multiple opportunities to practice skills in a safe setting and are well prepared for the wealth of Industry 4.0 technological advancements in public safety.

3. Budget:

Item of Cost	Rate	MTDC status*		Total Project Budget
		Included	Excluded	
Materials and Supplies				
100 VRQuest Headsets		\$100,000.00		
2 Google Jamboards		\$9,000.00		
Capital Expenditures				
2 Laerdal SimMan			\$173,000.00	\$173,000.00
1 Tom Manikin			\$80,000.00	\$80,000.00
3 Simulate High Fidelity Heart Monitory Systems			\$30,000.00	\$30,000.00
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Modified Total Direct Costs		\$109,000.00		\$109,000.00
Indirect Costs	10.00%	\$10,900.00		\$10,900.00
Total		\$119,900.00	\$283,000.00	\$402,900.00

- **4. Reporting:** Subrecipient will report the following using the Project Performance Report in **Exhibit E**:
 - 1. Number of high-tech simulation and virtual reality equipment items procured for Emergency Medical Services training.
 - 2. Percentage of students and professors expressing satisfaction with procured resources.
 - 3. Number of workers enrolled in sectoral job training programs.
 - 4. Number of workers completing sectoral job training programs.
 - 5. Number of low-income students earning an EMS certificate/degree. **Performance Benchmark for this indicator:** 100 per year.

Project Four: Adult Basic Education

- 1. Purpose: "Pivot Playbook": Expand IET Models in Adult Education.
- 2. Project Goods & Services:
 - High School Equivalency Testing and Administration Fees (3,500 students) Fund vouchers for low-income Adult Basic Ed students taking their High School Equivalency tests at \$149 each. Seventy thousand (70,000) adults in Pima County lack a high school diploma.
 - NOTE: All HSE diplomas in AZ require the Civics test; and there are now two HSE pathways beyond the GED plus Civics test. The pathways and their related expenses include:
 - GED Pathway \$149
 - GED Testing (\$35/subject x 4 subjects = \$140)
 - Civics Test (\$9 if student did not take and pass it while still in high school)
 - NOTE: If re-testing becomes necessary, additional costs may be incurred.
 - College Credit Pathway up to \$29
 - Administrative Fee (\$20)
 - Civics Test (\$9 if student did not take and pass it while still in high school
 - HSE PLUS Career Readiness Pathway up to \$29
 - Administrative Fee (\$20)
 - Civics Test (\$9 if student did not take and pass it while still in high school)
 - PCC will implement an Adult Basic Learner support program designed to reach the adult population lacking a high school diploma. The program will consist of PCC HSE preparation classes, including support in transitioning to college-level studies when ready, and a free practice test that ensures they are on track to pass when they take the official GED test. PCC will then place students in either the College Credit Pathway or the HSE PLUS Career Readiness Pathway dependent on individual student need. Students will access this program through the following process:
 - Learner expresses interest in Free HSE
 - Learner enrolls in PCC Adult Basic Education; their skills are assessed for readiness to complete the HSE; and low income eligibility is determined

- Learner completes at least 12 hours of attendance
- Learner scores "ready to pass" on the official GED Ready practice test, or is determined to be ready to complete one of the other HSE pathways
- PCC ABECC provides the learner with a voucher that can only be used toward their HSE fees. Note: Vouchers will need to be purchased in advance through GED.com and/or arranged in advance with ADE.
- Chromebooks will be provided for low-and-moderate income Adult Education students to borrow and earn the right to keep (1,000 students) - This will ensure student access to learning now and into the future and provide incentives for low-andmoderate income students to engage in adult education classes and keep them engaged toward completion:
 - PCC will design a system that encourages attendance and ensures progress assessment, which is a grant requirement, but also achievable so that most or all of the Chromebooks are earned and not returned. For example:
 - 50 hours attendance and a progress test = 50% earned (If desired, student could purchase for \$100)
 - 50 additional hours attendance and a meeting with a success coach = 100% earned.

The process for distribution of these laptops will be:

- Learner expresses interest in borrowing/earning chromebook;
- Learner enrolls in PCC Adult Basic Education; their skills are assessed for class placement; and low income eligibility is determined;
- Learner is provided a chromebook to borrow and signs an agreement that lays out benchmarks for earning their device.

3. Budget:

Item of Cost	Rate	MTDC	≎ status*	Total Project Budget
	:	Included	Excluded	
Other				
Vouchers for H.S. Equivalency testing			\$521,000.00	\$521,000.00
Chromebooks for Adult Ed Students to keep			\$400,000.00	\$400,000.00
Modified Total Direct Costs				
Indirect Costs	10.00%			
Total			\$921,000.00	\$921,000.00

4. Reporting: Subrecipient will report the following using the Project Performance Report in **Exhibit E**:

Data Point Source Recommended

			Frequency
1.	Total dollar amount and number of vouchers provided for low-income Adult Basic Ed students taking High School Equivalency (HSE) tests.	PCC fiscal reports from Banner	Monthly
2.	Number of students who are participating in PCC HSE preparation class AND benefitting from support from ARPA FRF funded resources (Free HSE and/or Chromebook) Performance benchmark for this indicator: Benchmarks (cumulative): 50 by 6/30/22 200 by 12/31/22 500 by 6/30/23 1200 by 12/31/21 2200 by 6/30/24 3500 by 12/31/24	PCC ABECC student records	Semi-annually
3.	Number of students who obtain HSE via ARPA FRF funding. Performance benchmark for this indicator: Benchmarks (cumulative): 30 by 6/30/22 70 by 12/31/22 120 by 6/30/23 200 by 12/31/23 300 by 6/30/24 500 by 12/31/24	PCC ABECC student records	Semi-annually
4.	Number of Chromebooks procured for borrow/"earn-right-to-keep" program.	PCC IT records	Semi-annually
5.	Number of students who benefit by borrowing Chromebooks.	PCC ABECC student records	Semi-annually
6.	Number of students who earn right to keep Chromebook by meeting attendance and progress criteria. Performance benchmark for this indicator: Benchmarks (cumulative):	PCC ABECC student records	Semi-annually

	50 by 12/31/22 100 by 6/30/23 300 by 12/31/23 600 by 6/30/24 1000 by 12/31/24		·
7.	Number of students enrolled in sectoral job training programs.	PCC student records	Semi-annually
8.	Number of students completing sectoral job training programs.	PCC student records	Semi-annually

Project Five: Cyber Security, Information Technology Center of Excellence

1. Purpose: "Pivot Playbook": Prioritize and Scale Up Micro-Pathways; Expand CTE Dual Credit Enrollment Cap to Increase Early College Participation; Increase Work-Based Learning and Apprenticeship Opportunities; Design for Industry 4.0

2. Project Goods & Services:

- Fund the development of a Cyber Security micro-pathway to prepare the student for national certification as an Offensive Security Certified Professional (OSCP), a well-respected certification required for many penetration-testing jobs.
 - o Program would include the following courses:
 - Cyber Operation (CySA) (8 weeks)
 - Law and Ethics (8 weeks)
 - Ethical Hacking 1 (8 weeks)
 - Ethical Hacking 2 (8 weeks)
 - 32-week program, one course every eight weeks (can also be taught as an accelerated boot camp).
 - Design will take 1 year from the funding date.
 - Expenses will cover increasing current lab capacity, course development, and faculty training.
 - o Includes special coaching for low-income students.
 - Note: scholarships being sought for low-income students from other funding sources, including members of PCC's I.T. Advisory Committee.
- Fund the development of a Programming micro-pathway This Programming micro-pathway provides valuable programming concepts and hands-on experience in object oriented, scripting, mobile app development and systems automation utilizing Swift and Python. Using this intuitive approach to programming motivates and facilitates an easier adoption of concepts and solutions.
 - Students will receive training in the Apple, Linux, and Windows operating systems.
 - 24-week program, one course every eight weeks.
 - o Courses:

- Swift Programming, App Development with Swift Associate (8 weeks)
- Scripting for Automation, <u>PCEP Certified Entry-Level Python</u> <u>Programmer</u> (8 weeks)
- Advanced Python, <u>PCAP Certified Associate in Python Programming</u> (8 weeks)
- 24-week program, one course every eight weeks (can also be taught as an accelerated boot camp).
- Design will take 1 year from the funding date.
- Costs include development of an online Apple lab environment, course development, and faculty training.
- Includes special coaching for low-income students.
- Note: scholarships being sought for low-income students from other funding sources, including members of PCC's I.T. Advisory Committee.
- Develop an Early College Program in Information Technology to increase early college participation and jumpstart K-12 Information Technology career possibilities, as well as increase work-based learning and apprenticeship opportunities.
 - Expand PCC's current 41 credit dual enrollment offering to begin in 9th grade and complete an additional 12 Pima credits prior to high school graduation. Students would be able to prepare for careers early, by completing two stackable credentials and up to three industry certifications. This will require updates to multiple courses, coordination with current and new dual enrollment schools and training for K-12 teachers.
 - High schools would have the option to participate in programming and/or cybersecurity pathways. The expected increase in dual enrollment students would require additional infrastructure in order to provide online lab environments to schools that will provide environments that would otherwise be inaccessible in normal programs.
 - Costs would include 1 year's salary for an Advanced Program Coordinator, course development, summer K-12 teacher professional development training, increase current online storage capacity and firewall.

3. Budget:

Item of Cost	Rate	MTDC Status		Total Project Budget
		Included	Excluded	
Personnel and Fringe				
Early College Advanced Program Coordinator		\$63,181.00		
Supplies and Materials				
Netlabs VE Software Licensing		\$45,000.00		
Equipment				
Palo Alto Firewall			\$193,554.00	\$193,554.00
Nimble Storage			\$88,000.00	\$88,000.00
Other				
Develop Cyber Security Micro-Pathway		\$70,440.00		

Develop Programming Micro-Pathway		\$90,270.00		
Develop Early College Program in IT		\$7,830.00		
Summer K-12 Teacher Professional Development IT		\$8,178.00		
Modified Total Direct Costs		\$284,899.00		\$284,899.00
Indirect Costs	10.00%	\$28,489.90		\$28,489.90
Total		\$313,388.90	\$281,554.00	\$594,942.90

- **4. Reporting:** Subrecipient will report the following using the Project Performance Report in **Exhibit E**:
 - 1. Number of new courses designed and existing courses updated
 - 2. Number of individuals served in new or updated courses or through increased virtual lab capacity.
 - 3. Percentage change in virtual lab capacity
 - 4. Number of new dual enrollment courses available to high school students.
 - 5. Number of high school students completing one or more stackable credentials and/or industry certifications. **Performance benchmark for this indicator:** 50 by 06/30/2023 and 100 by 06/30/2024.
 - 6. Amount and percentage of online storage capacity change.
 - 7. Number of workers enrolled in sectoral job training programs.
 - 8. Number of workers completing sectoral job training programs.

Project Six: Hospitality Center of Excellence

1. Purpose: "Pivot Playbook": Prioritize and Scale Up Micro-Pathways; Expand CTE Dual Credit Enrollment Cap to Increase Early College Participation; Increase Work-Based Learning and Apprenticeship Opportunities; Design for Industry 4.0.

2. Project Goods & Services:

- Purchase Hyflex technology and equipment, plus 1 year's salary for a laboratory specialist and part-time subject matter experts, for use in the Hospitality Leadership Center of Excellence's Culinary Fundamentals and Hotel & Restaurant Management certificate programs.
 - The hospitality field has been devastated by the COVID pandemic. There is a huge demand to reskill and upskill workers to recover and rehire the jobs lost during the pandemic. Hospitality and culinary businesses cannot find and hire enough skilled workers fast enough. This project will help provide these industries with skilled workers.
 - Students in the Hospitality Leadership program learn the skills, knowledge, and resources to gain supervisory and other leadership roles within the hotel, restaurant, and culinary industries. Gaining a Culinary Fundamentals or Hotel & Restaurant Management certificate, takes training to the next level and culminates in preparing the student for national certifications such as ServSafe Certifications, as well as testing to become an American Culinary Federation-level Sous Chef.

o Includes equipment for three kitchens, a Grill, and an upcoming restaurant.

3. Budget:

Item of Cost	Rate	MTDC	Status	Total Project Budget
		Included	Excluded	
Personnel and Fringe				
Laboratory Specialist		\$58,452.00		
Course Development SME's		\$31,190.00		·
Materials and Supplies				
Cameras, Microphones, Monitors		\$47,000.00		
Professional online course development		\$45,000.00		
Equipment				
Kitchen Equipment			\$300,000.00	\$300,000.00
Touchnet POS			\$90,000.00	\$90,000.00
VR Augmented Goggles			\$20,000.00	\$20,000.00
Autonomous Food Vehicle			\$35,000.00	\$35,000.00
ECA Water System			\$35,000.00	\$35,000.00
Apple Technology and Software			\$20,000.00	\$20,000.00
ARC Zero			\$28,000.00	\$28,000.00
Modified Total Direct Costs		\$181,642.00		\$181,642.00
Indirect Costs	10.00%	\$18,164.20		\$18,164.20
Total		\$199,806.20	\$528,000.00	\$727,806.20

- **4. Reporting:** Subrecipient will report the following using the Project Performance Report in **Exhibit E**:
 - 1. Number of cameras and audio equipment purchased for test kitchen.
 - 2. Number of kitchen equipment items updated.
 - 3. Number of new courses implemented/offered.
 - 4. Number of students who obtain certifications (Culinary Fundamentals or Hotel & Restaurant Management). Performance benchmark for this indicator: Culinary Fundamental Certification 50 students by 08/01/2023 and 60 students by 08/01/2024. Hotel & Restaurant Management Certification 40 students by 08/01/2023 and 45 students by 08/01/2024.
 - 5. Number of workers enrolled in sectoral job training programs.
 - 6. Number of workers completing sectoral job training programs.

Project Seven: Veterinary Technology

1. Purpose: "Pivot Playbook": Prioritize and Scale Up Micro-Pathways; Expand CTE Dual Credit Enrollment Cap to Increase Early College Participation; Increase Work-Based Learning and Apprenticeship Opportunities; Design for Industry 4.0

2. Project Goods & Services:

- Purchase and implement new digital medical software for Veterinary Technology
 Program to meet expanding demand in the Veterinary Technology field Students
 are introduced to the current digital medical records landscape in clinical practice.
 - Students will gain experience utilizing elements of veterinary software. This project will prepare the community for the expanding demand in the veterinary technology field.
 - Costs include purchase of the software, faculty training, and troubleshooting/implementation budget.

3. Budget:

Item of Cost	Rate	MTD	C status*	Total Project Budget
		Included	Excluded	
Materials and Supplies				
Digital Medical Software		\$65,400.00		
Modified Total Direct Costs		\$65,400.00		\$65,400.00
Indirect Costs	10.00%	\$6,540.00		\$6,540.00
Total		\$71,940.00	\$0.00	\$71,940.00

- **4. Reporting:** Subrecipient will report the following using the Project Performance Report in **Exhibit E**:
 - 1. Number of increased sections of VET 100 (Introduction to Veterinary Technology) offered.
 - Number of low-income students who receive software training.
 - 3. Number of credits earned, per low-income student, toward AAS. **Performance benchmark for this indicator:** 2023 342 credits; 2024 360 credits; 2025 378 credits.
 - Number of low-income students taking and passing the Veterinary Technician National Exam (VTNE). Performance benchmark for this indicator: 2023 – 11 passing; 2024 – 12 passing; 2025 – 14 passing.

END OF EXHIBIT A

EXHIBIT B (7 Pages) PAYMENT & REIMBURSEMENT

Subrecipient will submit requests for reimbursement using the following invoicing template:

Project One: MICRO-PATHWAYS

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Project Two: Health Professions Center of Excellence

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PIMA COUNTY INVOICE REQUEST

Project Three: Public Safety Center of Excellence

PIMA COUNTY INVOICE REQUEST Pima County Department of Grants Management & Innovation (GMI)-ARPA CSLFRF

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Project Four: Adult Basic Education

PIMA COUNTY INVOICE REQUEST

Pima County Department of Grants Management & Innovation (GMI)-ARPA CSLFRF

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Project Five: Cyber Security, Information Technology Center of Excellence

PIMA COUNTY INVOICE REQUEST

Pima County Department of Grants Management & Innovation (GMI)-ARPA CSLFRF

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Project Six: Hospitality Center of Excellence

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Project Seven: Veterinary Technology

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END OF EXHIBIT B

PIMA COUNTY INVOICE REQUEST

EXHIBIT C (2 Pages) Subrecipient Core Documents

All Subrecipients are required to submit the following agency core documents to the County within 30 days of approval of this Agreement:

- 1. Audited Financial Statement(s)(most current)
- 2. Single Audit (in accordance with per 2 CFR Part 200.331(f) and Part 200.501(a) Audit requirement(s). 2 CFR Part 200.501 Audit Requirements:
 - a. Non-Federal entities that expend \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.
- 3. Organizational Charts
- 4. Chart of Accounts with Cost Centers
- 5. Internal Control Procedure(s) including but not limited to:
 - a. Procurement/Purchasing Policy(ies)
 - b. Procedure for budgeting grants
 - c. Personnel Policies
 - d. Drug-free Workplace Policy
 - e. Code of Conduct
 - f. Conflict of Interest
 - g. Whistle Blower Protection
 - h. Employee Travel
- 6. The following administrative and/or financial management procedures for administering federal grants including but not limited to:
 - a. Cost Allocation Plan
 - b. Cash Management Procedure(s)
 - c. Methodology for reporting accrued expenditures for Pima County contracts
 - d. Financial Management Systems
 - e. Determination of Allowable costs
 - f. Financial Reporting
 - g. Records Retention
- 7. Certificate of Insurance or Fidelity Bond for construction projects (if applicable)
- 8. Indirect Cost Rate (most current issued by your agency).

Please note that per federal regulation at 2 CFR §200.331(4), Pima County will accept the following types of indirect cost rates:

- a. An approved federal recognized indirect cost rate negotiated between the Federal G overnment; or
- b. If no such rate exists, a de minimis indirect cost rate as defined in 2 CFR §200.414 Indirect (F&A) costs paragraph (f).

If additional documents are required, the Subrecipient will be notified by the respective County representative. Core documents may be submitted via email to GMI_Development@pima.gov

or via Surface Mail to Grants Management & Innovation, Development Division, 130 W. Congress, 3rd Floor, Tucson, Arizona 85701.

END OF EXHIBIT C

EXHIBIT D (4 Pages) SPECIAL CONDITIONS

U.S. DEPARTMENT OF THE TREASURY CORONAVIRUS STATE & LOCAL FISCAL RECOVERY FUND AWARD TERMS AND CONDITIONS

1. Use of Funds.

- a. Subrecipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
- b. Subrecipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
- 2. <u>Reporting</u>. Subrecipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.

3. Maintenance of and Access to Records.

- a. Subrecipient shall maintain records and financial documents sufficient to evidence compliance with section 602(c) of the Act, Treasury's regulations implementing that section and guidance issued by Treasury regarding the foregoing.
- b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Subrecipient in order to conduct audits or other investigations.
- c. Records shall be maintained by Subrecipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
- 4. <u>Pre-award Costs.</u> Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
- 5. <u>Administrative Costs.</u> Subrecipient may use funds provided under this award to cover both direct and indirect costs.
- 6. <u>Cost Sharing.</u> Cost sharing or matching funds are not required to be provided by Subrecipient.
- 7. Conflicts of Interest. Subrecipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.
- 8. Compliance with Applicable Law and Regulations.

- a. Subrecipient agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Subrecipient also agrees to comply with all the other applicable federal statutes, regulations, and executive orders, and Subrecipient shall provide for such compliance by other parties in any contracts it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMG Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
 - v. Subrecipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
 - Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit

- discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
- ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
- Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §§ 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
- iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
- v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
- 9. Remedial Actions. In the event of Subrecipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.
- 10. <u>Hatch Act</u>. Subrecipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
- 11. <u>False Statements.</u> Subrecipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
- 12. <u>Publications.</u> Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Subrecipient] by the U.S. Department of the Treasury.

13. Disclaimer.

a. The United States expressly disclaims any and all responsibility or liability to Subrecipient or third persons for the actions of Subrecipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting

in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.

b. The acceptance of this award by Subrecipient does not in any way establish an agency relationship between the United States and Subrecipient.

14. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Subrecipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonable believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal Agreement or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal Agreement (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of Subrecipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Subrecipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.
- 15. <u>Increasing Seat Belt Use in the United States</u>. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Subrecipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
- 16. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Subrecipient should encourage its employees and contractors to adopt and enforce policies that ban text messaging while driving, and Subrecipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

END OF EXHIBIT D

EXHIBIT E (2 pages) Monthly Project Performance Report

Subrecipient will submit monthly project performance data using the following report template:

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