



**BOARD OF SUPERVISORS AGENDA ITEM REPORT**  
**CONTRACTS / AWARDS / GRANTS**

Requested Board Meeting Date: May 19, 2015

or Procurement Director Award ☐

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**Contractor/Vendor Name (DBA):** U. S. Department of Labor

**Project Title/Description:**

Arizona Aviation, Mining, and Manufacturing Program (AAMMP Up)

**Purpose:**

For the design and delivery of industry recognized credentials to support sector partnerships in advanced manufacturing, mining and aviation.

**Procurement Method:**

N/A

**Program Goals/Predicted Outcomes:**

To assist 300 job seekers for training in Aviation, Mining, Industrial and Manufacturing industries under the Trade Adjustment Assistance Community College and Career Training grant.

**Public Benefit:**

Increases Pima County's economic development by helping to develop a trained and productive labor force that meets employers needs.

**Metrics Available to Measure Performance:**

Program will be evaluated by a 3rd party evaluator and results sent to the U.S. Department of Labor.

**Retroactive:**

Yes-Final version was received from the Pima Community College on 4/29/15.

**Original Information**

Document Type: GTAW Department Code: CS Contract Number (i.e., 15-123): 15-071  
Effective Date: 10/1/2014 Termination Date: 09/30/2018 Prior Contract Number (Synergen/CMS): \_\_\_\_\_  
☐ Expense Amount: \$ \_\_\_\_\_ ☒ Revenue Amount: \$ 259,548.00  
Funding Source(s): U. S. Department of Labor - Trade Adjustment Assistance Community College and Career Training grant (TAACCCT)

Cost to Pima County General Fund: \_\_\_\_\_

Contract is fully or partially funded with Federal Funds? ☐ Yes ☐ No ☒ Not Applicable to Grant Awards  
Were insurance or indemnity clauses modified? ☐ Yes ☐ No ☒ Not Applicable to Grant Awards  
Vendor is using a Social Security Number? ☐ Yes ☐ No ☒ Not Applicable to Grant Awards  
If Yes, attach the required form per Administrative Procedure 22-73.

**Amendment Information**

Document Type: \_\_\_\_\_ Department Code: \_\_\_\_\_ Contract Number (i.e., 15-123): \_\_\_\_\_  
Amendment No.: \_\_\_\_\_ AMS Version No.: \_\_\_\_\_  
Effective Date: \_\_\_\_\_ New Termination Date: \_\_\_\_\_  
☐ Expense ☐ Revenue ☐ Increase ☐ Decrease Amount This Amendment: \$ \_\_\_\_\_  
Funding Source(s): \_\_\_\_\_

\* Cost to Pima County General Fund: \_\_\_\_\_

Contact: Rise Hart

Department: Community Services, Employment and Training Telephone: 724-5723

Department Director Signature/Date: [Signature] 4-30-15

Deputy County Administrator Signature/Date: [Signature] 5-1-15

County Administrator Signature/Date: [Signature] 5/1/15  
(Required for Board Agenda/Addendum Items)



INTERGOVERNMENTAL AGREEMENT FOR  
THE PROVISION OF EDUCATIONAL ACTIVITIES

BETWEEN Pima County, a body politic and corporate of the State of Arizona

AND PIMA COUNTY COMMUNITY COLLEGE DISTRICT

FOR Pima Community College- Community Campus/Aviation Center Arizona  
Aviation, Mining, and Manufacturing Program (AAMMP Up)

**THIS AGREEMENT** is entered into by and between Pima County (hereinafter called "COUNTY") and PIMA COUNTY COMMUNITY COLLEGE DISTRICT (hereinafter called "COLLEGE"):

**RECITALS**

- A. COLLEGE, through its Governing Board, is empowered and authorized to contract, employ faculty and staff, and provide educational courses and/or programs pursuant to A.R.S. § 15-1444.
- B. COUNTY is authorized to enter into this Intergovernmental Agreement pursuant of A.R.S. § 11-951 et seq.
- C. COLLEGE has received a Trade Adjustment Assistance Community College and Career Training ("TAACCCT") grant from the U.S. Department of Labor titled Arizona Aviation, Mining, and Manufacturing Program ("AAMMP Up").
- D. The TAACCCT grant is provided for the design and delivery of industry recognized credentials to support sector partnerships in advanced manufacturing, mining, and aviation.
- E. The grant period runs from October 1, 2014 to September 30, 2018.
- F. COUNTY, pursuant to A.R.S. § 11-254.04, is authorized to provide services to individuals to promote job skills development and successful long-term employment.
- G. COUNTY and COLLEGE desire to enter into a cooperative Agreement for the implementation and administration of an educational program under the TAACCCT grant.

**THEREFORE**, in consideration of the mutual covenants contained herein, COUNTY and the COLLEGE do hereby agree as follows

**ARTICLE I. PURPOSE**

TAACCCT is authorized by the Trade Act of 1974 under Chapter 4 of Title II, 19 U.S.C. 2271-2323. COUNTY COUNTY The goals of the TAACCCT are to: (1) expand and improve COLLEGE's ability to deliver education and career training programs result in skills, degrees, and credentials that prepare program participants for employment in high-wage, high-skill occupations; (2) identify and assist participants eligible for training under the Trade Adjustment Assistance for Workers program, under Chapter 2 of Title II of the Trade Act ("TAA-eligible workers"); (3) introduce or replicate innovative

and effective methods of designing and delivering instruction that address specific industry needs and lead to improved learning, completion, and other positive outcomes for TAA-eligible workers and other adults; and (4) demonstrate improved employment outcomes. AAMMMP UP will strive to demonstrate achievement of these goals in aviation, mining and manufacturing careers. The purpose of this Agreement is to set forth the terms and conditions for the Parties cooperative efforts in meeting AAMMP Up criteria and objectives.

## **ARTICLE II. TERM OF AWARD AND TERMINATION**

- A. The term of this Agreement shall commence on **October 1, 2014** and shall expire on the **September 30, 2018**. Thereafter the Agreement may be extended for additional periods by written approval of both parties, and subject to the provisions of Paragraph B below.
- B. The continuation and renewal of this Agreement shall be subject to approval by the respective governing boards of the parties and subject to the appropriation and receipt of sufficient funds by both COLLEGE and COUNTY to administer and support the program. In the event sufficient funds are not available or appropriated at any time, either party may cancel the Agreement by delivering written notice to COUNTY according to the termination provisions of Paragraph C below.
- C. Either party may at any time cancel this Agreement or renewal thereof, with or without cause, by giving thirty (30) days advance written notice to the other party which shall commence on the date of mailing of the written notice by certified mail or personal delivery.

## **ARTICLE III. OBLIGATIONS OF COLLEGE. COLLEGE AGREES TO:**

- A. Serve as the lead grant administrator and grantee fiscal agent. Duties will include, but are not limited to, overseeing and accounting for all TAACCCT activities, subcontracts and expenditures.
- B. Provide the services and activities outlined in Attachments 1 and 2, as may be amended from time to time.
- C. Provide administrative support for all educational and training activities required to implement the terms of this Agreement, including, but not limited to supervision, coordination, and direction to all appropriate staff.
- D. Collaborate with COUNTY in determining which services and activities will meet TAACCCT requirements, assist students, and meet the needs of community employers.
- E. Coordinate with COUNTY staff to:
  - 1. Monitor participant progress of participants;
  - 2. Recommend interventions, when appropriate; and
  - 3. Adjust services based on needs of participants and COUNTY personnel input.
- F. Work with the community and local businesses to attain employment and internship opportunities.

## **ARTICLE IV. OBLIGATIONS OF COUNTY. COUNTY, through the Pima County One Stop and Community Services, Employment & Training Department, AGREES TO:**

- A. Identify participants eligible to attend the educational courses and/or training programs provided by COLLEGE pursuant to this Agreement.
- B. Provide the services and activities outlined in Attachments 1 and 2, as may be amended from time to time.

- C. Assure staff providing services under this Agreement are trained and qualified for the provision of such services.
- D. Participate in project meetings and collaborate with COLLEGE to determine which services and activities will meet TAACCCT requirements, assist participants, and meet the needs of community employers.
- E. Assist COLLEGE in tracking participant progress and evaluating project activities.
- F. Assign a designated liaison to work with COLLEGE to provide participant performance data and any applicable information.

#### **ARTICLE V. FISCAL RESOURCES**

As set forth in Attachment 2, COLLEGE will pay COUNTY with TAACCCT funds.

#### **ARTICLE VI. STANDARD PROVISIONS**

- A. Each party shall retain complete control and jurisdiction over such programs of its own that are outside of this Agreement, and nothing in the execution of this Agreement or in its performance shall be construed to establish a joint venture of the parties hereto. 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.
- B. Each party will be responsible for funding and maintaining a budget for any aspect of the program for which that party is responsible for. Upon termination of this Agreement, equipment furnished or purchased by COLLEGE for the program shall be retained by COLLEGE, and equipment furnished or purchased by COUNTY shall be retained by COUNTY.
- C. If any of the educational courses or training activities is scheduled to occur on property controlled by COUNTY, the instructional facilities utilized by COUNTY shall be reasonably acceptable to COLLEGE. COUNTY agrees to accommodate site visits at these facilities by COLLEGE representatives at a frequency deemed appropriate by the COLLEGE.
- D. The parties to this Agreement agree that they will not discriminate against any employee or applicant due to race, color, religion, sex, or national origin, and in this regard they will comply with all applicable federal and state employment laws, rules and regulations, including 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).
- E. If, during the course of the Agreement period, the Parties are provided with access to confidential information, including personnel records, health and safety reports, or any other documentation of a private or confidential nature, the Parties shall handle and store such information in a secure manner so as to prevent that information from being intercepted by unauthorized persons, lost, published or otherwise disseminated. Upon expiration or termination of the Agreement period, the Parties shall ensure that all confidential information acquired is either (i) promptly returned to the originating Party or (ii) to the extent permitted by law, continued to be maintained in a confidential and secure manner until the information is properly destroyed at the end of any applicable retention period. The obligations of this paragraph shall survive the termination of the Agreement.
- F. 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.

- G. The Parties are self-insured as allowed by law. All minimum levels of insurance required are met.
- H. 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.
- I. This Agreement is subject to the provisions of A.R.S. § 38-511, which provides in pertinent part:

The state, its political subdivisions or any department of either may, within three years after its execution, cancel any contract, without penalty or further obligation, made by the state, its political subdivisions, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the state, its political subdivisions or any of the departments or agencies of either is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

- J. 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.
- K. 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 VII. TUITION FOR PARTICIPANTS**

- A. Participants enrolled under this Agreement shall be responsible for the payment of all required tuition and fees in amounts set by COLLEGE pursuant to A.R.S. § 15-1445(3). Provisions for tuition payments for students from other sources may be made by COUNTY as a part of this Agreement.
- B. Refunds of tuition and fees shall be in accordance with the refund policy approved by COLLEGE for the fiscal year in which this Agreement is in effect.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

**ARTICLE VIII. ENTIRE AGREEMENT**

This document, along with Attachments 1 and 2, which two attachments are deemed incorporated herein, contains the entire Agreement between the parties and may not be modified, amended or extended except through a written amendment by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_.

**PIMA COUNTY COMMUNITY  
COLLEGE DISTRICT**

**BUSINESS OR COUNTY**

\_\_\_\_\_  
Signature  
Date

Date

Lee D. Lambert, J.D.  
Printed or Typed Name of Signatory

\_\_\_\_\_  
Chancellor  
Title

Signature

\_\_\_\_\_  
Printed or Typed Name of Signatory

Chairman, Board of Supervisors  
Title

**Business or Agency Mailing Address**

2797 E. Ajo Way  
Tucson AZ 85713

Contact: A. Rachelle Howell (520) 206-4955  
(phone#)

Contact: Dorothee Harmon  
(520) 724-6760 (phone#)

**INTERGOVERNMENTAL AGREEMENTS:**

**REVIEWED AND APPROVED AS TO FORM**

Pursuant to A.R.S. § 11-952.D, the attorney for each of the parties has determined that the foregoing Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the party which such attorney represents.

\_\_\_\_\_  
COLLEGE Legal Counsel

Date

Karen S. Friar 4-10-15  
Karen S. Friar, Deputy County Attorney Date

## **ATTACHMENT 1**

### **Specifications of AAMMP Up Activities**

#### **SCOPE OF WORK**

- I. COLLEGE:** As TAACCCT grant recipient, COLLEGE is the lead grant administrator and grantee fiscal agent.
- A. As lead grant administrator, COLLEGE shall:
1. Reimburse COUNTY for services provided under this Agreement as set forth in Attachment 2.
  2. Provide educational services to students enrolled in AAMMP Up.
  3. Monitor TAACCCT grant activities.
  4. Assure that COUNTY is able to access:
    - a. Student information necessary for conducting its AAMMP Up activities; and
    - b. COLLEGE AAMMP Up programming and services.
  5. Collaborate with COUNTY to:
    - a. Determine support needs beyond those set forth with specificity herein; and
    - b. Provide comprehensive career services and career guidance to students, while avoiding duplication of efforts.
  6. Timely prepare and submit all program activity reports required by U.S. Department of Labor.
  7. Collaborate with Ironworkers Local #75 for welding students and with all other industry partners in the career fields targeted in AAMMP Up.
  8. Establish the TAACCCT Industry Advisory Council. The Council will:
    - a. Be composed of at least two employers and an industry representative from each target industry;
    - b. Meet quarterly, in person or via conference call, on the dates and times set by COLLEGE, throughout the award period;
    - c. Review all curricula developed and delivered for AAMMP Up; and
    - d. Provide advice on how to best align curricula with employer needs in the region and on appropriate improvements for future programming.
  9. Assign a case manager to each student enrolled in AAMMP Up to provide career coaching.
  10. Assign a staff person to develop and maintain a robust, active intern and mentorship program for AAMMP Up students.
- B. As grantee fiscal agent, COLLEGE shall:
1. Monitor TAACCCT fiscal activities.
  2. To determine if program adjustments are required, meet with COUNTY:
    - a. Quarterly to review budget expenditures, fund availability and service needs; and



- b. Each September during the term of the Agreement, for a year-end comprehensive TAACCCT program review.

3. Timely prepare and submit all fiscal reports required by U.S. Department of Labor.

**II. COUNTY:** As Subgrantee, COUNTY shall provide student recruitment, case management, and placement assistance.

**A.** As support service provider, COUNTY shall:

1. Recruit potential students and determine eligibility for AAMMP Up.
2. Recruit job seekers for training available under the TAACCCT grant.
3. For TAA-eligible applicants, assess needs and refer for enrollment into appropriate AAMMP Up coursework and activities.
4. Leverage existing business services, job placement, and training assistance, including but not limited to, on-the-job training, Work Opportunity Tax Credits, and job orders.
5. Assist in ensuring acceptance and engagement of employers in AAMMP Up.
6. Conduct job search workshops for participants.
7. Track workforce outcomes and activities of participants.
8. When appropriate, refer participants to additional services provided by partnering community based organizations. These organizations include: Goodwill Industries, Tucson Urban League, SER Jobs for Progress, Catholic Community Services, and the Pima County Faith/Community Partners Initiative.
9. Provide support services, including, but not limited to:
  - a. Childcare assistance;
  - b. Transportation assistance; and
  - c. Physical and/or mental health referrals.
10. Maintain student records in compliance with the Family Educational Rights and Privacy Act (FERPA) and, upon request and as allowed by law, provide copies of such student records to COLLEGE.
11. Assure that COLLEGE is able to access student information relating to AAMMP Up activities.
12. Submit a statistical report to COLLEGE by the 30<sup>th</sup> day following the close of each quarter. The report will summarize the previous quarter's data regarding AAMMP Up participants. Data will include, but is not limited to: the number of students enrolled into training; the number of students entering employment; the average wage at placement; and, the number of students retained in employment six months after initial placement.

**B.** As contracting agent, COUNTY shall:

1. Allow COLLEGE to review TAACCCT fiscal records.
2. To determine if program adjustments are required, meet with COLLEGE:
  - a. Quarterly to review budget expenditures, fund availability and service needs; and

- b. Each September during the term of the Agreement, for a year-end comprehensive TAACCCT program review.

**III. COUNTY and COLLEGE will collaborate, as follows:**

- A. Develop a referral process to ensure appropriate placement of TAA-eligible applicants.
- B. Share results of current assessments of participants and other populations targeted by TAACCCT.
- C. Coordinate evaluation efforts, maintain reporting accountability, and include performance measures such as graduation data and job placement rates.
- D. Partner on education and outreach activities.
- E. Provide progress data about participants to the Pima County One Stop.
- F. Determine if supportive services, other than those set forth herein, would benefit participants.
- G. Provide comprehensive services to students, while avoiding duplication of efforts.

END OF ATTACHMENT 1

## ATTACHMENT 2

### Specification of TAACCCT Fiscal Responsibility

- A. In consideration for the activities and services specified in this Agreement, COLLEGE agrees to pay COUNTY an amount **not-to-exceed \$259,548.00** in accordance with the following:

Pima County One Stop Costs				Year One	Year Two	Year Three	Year Four	Total Amount Requested	Amount Leveraged from WIA	Total
Project Manager	0	\$75,712	3	\$0	\$0	\$0		\$0		
Supervisor	0	\$59,488	3	\$0	\$0	\$0		\$0		
Intake/MIS	0	\$40,560	3	\$0	\$0	\$0		\$0		
Workforce Dev. Spec	1	\$48,672	3	\$48,672	\$48,672	\$48,672		\$146,016	\$146,016	\$292,032
Employer Outreach	0.25	\$51,376	3	\$12,844	\$12,844	\$12,844		\$38,532		
Accountant	0	\$48,672	3	\$0	\$0	\$0		\$0		
Travel/mileage	0	\$0.41		\$0	\$0	\$0		\$0		
Basic participant supplies	0	\$20		\$0	\$0	\$0		\$0		
Literacy/workshops	0	\$250		\$0	\$0	\$0		\$0		
Software	0	\$500		\$0	\$0	\$0		\$0		
Occupational Training/tuition	0	\$2,200		\$0	\$0	\$0			\$990,000	\$990,000
Support Services, Tools	25	\$1,000		\$25,000	\$25,000	\$25,000		\$75,000		
Overhead/allocated costs	0	\$5,000		\$0	\$0	\$0		\$0		
				\$86,516	\$86,516	\$86,516		\$259,548	\$1,136,016	\$1,282,032

- B. Prices for Years 1, 2 and 3 are based on the following rates:

Activity	Service provided	Annual Amount
1.0 FTE Workforce Development Specialist	Case management of AAMMP Up participants	\$48,72.00
.25 FTE Employer Outreach	Recruitment support	\$12,844.00
Student support services and tools	25 students @ \$1,000.00 per student	\$25,000.00

- C. Requests for payment shall be submitted to the COLLEGE on invoices signed by an authorized representative of COUNTY.

- D. COLLEGE shall pay COUNTY within 45 days of the receipt of invoice.

END OF ATTACHMENT 2