



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

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: December 19, 2017

\* = Mandatory, information must be provided

or Procurement Director Award ☐

**\*Contractor/Vendor Name/Grantor (DBA):**

Loyola Associates dba Jose Gabriel Loyola

**\*Project Title/Description:**

Workforce Programs Consultant and Technical Assistance

**\*Purpose:**

Contractor will provide technical assistance for interpretation and implementation of federal and state rules, regulations, and policies under the federal Workforce Innovation and Opportunities Act (WIOA).

Contractor will assist with the following:

- Working with federal/state agencies to assure the successful implementation of Pima County programs.
- Researching and providing reports (Best practices for services to job seekers/employers, recruitment, retention, and transition of Out-of-School Youth to work).
- Researching potential grant opportunities.
- Analyzing existing WIOA programs and preparing options for alternative methods of delivery.
- Providing technical assistance and group training to community advisory groups, county management and staff, and subcontractors.
- Evaluating federal/state policies and make recommendations.
- Assisting in collaborative efforts between partners and program partners in other Counties.

Attachment: Contract Number CT-CS-18-156

**\*Procurement Method:**

Request for Proposals No. RFP-CSET-WF-2015-8 per Pima County Board of Supervisors Policy D29.6 - Selection and Contracting of Professional Services.

**\*Program Goals/Predicted Outcomes:**

Outcomes are: Federal/State Performance Measures, WIB composition, One-Stop Delivery Service mandates, required local Workforce partnerships, and required WIOA training provider changes/outcome metrics.

**\*Public Benefit:**

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

**\*Metrics Available to Measure Performance:**

Monthly progress reports.

**\*Retroactive:**

No.

To: COB- 11-29-17  
Ver. - 1  
pgs. - 16

**Contract / Award Information**Document Type: CT Department Code: CS Contract Number (i.e., 15-123): 18-156Effective Date: 1/1/18 Termination Date: 12/31/18 Prior Contract Number (Synergen/CMS): \_\_\_\_\_☒ **Expense Amount: \$** 45,000.00 ☐ Revenue Amount: \$ \_\_\_\_\_**\*Funding Source(s) required:** U.S. Department of Labor, Arizona Department of Economic Security and Pima County General FundsFunding from General Fund? ☒ Yes ☐ No If Yes \$ 5,400.00 % 12Contract is fully or partially funded with Federal Funds? ☒ Yes ☐ No**\*Is the Contract to a vendor or subrecipient?** VendorWere insurance or indemnity clauses modified? ☐ Yes ☒ No*If Yes, attach Risk's approval*Vendor is using a Social Security Number? ☐ Yes ☒ No*If Yes, attach the required form per Administrative Procedure 22-73.***Amendment / Revised Award Information**

Document Type: \_\_\_\_\_ Department Code: \_\_\_\_\_ Contract Number (i.e., 15-123): \_\_\_\_\_

Amendment No.: \_\_\_\_\_ AMS Version No.: \_\_\_\_\_

Effective Date: \_\_\_\_\_ New Termination Date: \_\_\_\_\_

Prior Contract No. (Synergen/CMS): \_\_\_\_\_

☐ Expense or ☐ Revenue ☐ Increase ☐ Decrease Amount This Amendment: \$ \_\_\_\_\_Is there revenue included? ☐ Yes ☐ No If Yes \$ \_\_\_\_\_**\*Funding Source(s) required:**Funding from General Fund? ☐ Yes ☐ No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_**Grant/Amendment Information** (for grants acceptance and awards) ☐ Award ☐ Amendment

Document Type: \_\_\_\_\_ Department Code: \_\_\_\_\_ Grant Number (i.e., 15-123): \_\_\_\_\_

Effective Date: \_\_\_\_\_ Termination Date: \_\_\_\_\_ Amendment Number: \_\_\_\_\_

☐ Match Amount: \$ \_\_\_\_\_ ☐ Revenue Amount: \$ \_\_\_\_\_**\*All Funding Source(s) required:****\*Match funding from General Fund?** ☐ Yes ☐ No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_**\*Match funding from other sources?** ☐ Yes ☐ No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_**\*Funding Source:** \_\_\_\_\_**\*If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?** \_\_\_\_\_Contact: Rise HartDepartment: Community ServicesTelephone: 724-5723

Department Director Signature/Date: \_\_\_\_\_

Deputy County Administrator Signature/Date: \_\_\_\_\_

County Administrator Signature/Date: \_\_\_\_\_

*(Required for Board Agenda/Addendum Items)*

**PIMA COUNTY COMMUNITY SERVICES,  
EMPLOYMENT AND TRAINING DEPARTMENT  
PROFESSIONAL SERVICES CONTRACT**

Program Name: Workforce Programs Consultant and  
Technical Assistance

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

DUNS: 079462817

SAM Registration Date: 8/11/17

Program Description: Technical assistance for the Workforce  
Innovation and Opportunities Act  
(WIOA) or other applicable successor  
legislation

Contract Term: January 1, 2018, or upon execution by the  
Pima County Board of Supervisors,  
whichever is later, through December 31,  
2018

Contract Amount: \$45,000.00

Funding: U.S. Department of Labor (DOL) and  
Arizona Department of Economic Security  
(ADES) and Pima County General Funds

<b>CONTRACT</b>	
NO. <u>CT-ES-18-156</u>	
AMENDMENT NO. _____	
This number must appear on all invoices, correspondence and documents pertaining to this contract.	

Grant ID/Contract Number	Award Date	CFDA	Program Description	National Funding	Pima County Award
DI16-002120	2017	17.258	WIOA-Adult	\$776,736,000.00	\$2,052,758.00
DI16-002120	2017	17.278	WIOA- Dislocated Worker	\$1,015,530,000.00	\$3,261,667.00
DI16-002120	2017	17.259	WIOA-Youth	\$831,842,000.00	\$2,213,733.00

Is this a research and development contract? NO

Awardee is a Subrecipient X Contractor

Match NO Indirect Costs NO

This Agreement is entered into by and between Pima County ("Contractor"), a body politic and corporate of the State of Arizona, and Loyola Associates *dba* Jose Gabriel Loyola ("Contractor").

**RECITALS**

- A. County, as Grantee, received federal Workforce Innovation and Opportunity Act, Pub.L. 113-128 ("WIOA") grant funds for the operation of the Pima County ARIZONA@WORK Career Center System Workforce Program. The WIOA grant ends June 30, 2020.

- B. Pursuant to A.R.S. § 11-254.04, County may appropriate and spend public monies for and in connection with activities that the County Board of Supervisors finds and determines will assist in the creation or retention of jobs or will otherwise improve or enhance the economic welfare of the County inhabitants.
- C. County finds that obtaining technical assistance to help the Workforce Investment Board (“WIB”) and ARIZONA@WORK Center System implement the WIOA regulations in the provision of workforce development services to residents.
- D. County’s “WIB”, issued Request for Proposals No. RFP-CSET-WF-2015-8 (“the RFP”) for such technical assistance.
- E. Contractor has submitted a response to the RFP that is beneficial to the residents of the County.
- F. The Pima County Board of Supervisors finds that Contractor has specialized training and expertise in providing workforce development services.
- G. The Pima County Board of Supervisors finds that entering into this Agreement with Contractor is in the best interests of the residents of Pima County.

**NOW THEREFORE**, County and Contractor, pursuant to the above, and in consideration of the matters and things set forth herein, agree as follows:

## **1.0 TERM, EXTENSIONS AND AMENDMENTS**

- 1.1. Original Term. This Agreement will commence on January 1, 2018, or upon execution by the Pima County Board of Supervisors, whichever is later, and will terminate on December 31, 2018 (the “Initial Term”). “Term,” when used in this Agreement, means the Initial Term plus any exercised Extension Option.
- 1.2. Extension Option. County may renew this Agreement for two (2) additional periods of up to one (1) year (the “Extension Option”). An Extension Option will be effective only upon execution by the Parties of a formal written amendment.
- 1.3. This Agreement may be modified, amended, altered or extended only by a written amendment signed by the parties. County must approve any amendment to the Agreement before Contractor commences services under the amendment.
- 1.4. Notwithstanding paragraphs 1.1 and 1.2 above, the term of this Agreement will survive and remain in effect during any period that Contractor has control over grant funds, including program income.

## **2.0 SCOPE OF SERVICES**

- 2.1. Contractor will:
  - 2.1.1. Provide County with the services described in the attached **Exhibit A**.
  - 2.1.2. Employ suitable trained and skilled personnel to perform all services under this Agreement.
  - 2.1.3. Perform its duties:
    - 2.1.3.1. In a humane and respectful manner and in accordance with any applicable professional standards;
    - 2.1.3.2. To the satisfaction of County; and
    - 2.1.3.3. In compliance with all terms and conditions applicable to the grant funds being provided under this Agreement.
  - 2.1.4. Obtain and maintain all licenses, permits and authority required for performance under this Agreement.
  - 2.1.5. **Give first priority to hiring low-income, disadvantaged and/or unemployed individuals, if hiring personnel is required or allowed with grant funds provided under this Agreement.**

- 2.2. Unless otherwise provided for herein, the personnel delivering services under this Agreement will:
  - 2.2.1. Be employees or volunteers of Contractor;
  - 2.2.2. Satisfy any qualifications set forth herein; and
  - 2.2.3. Be covered by personnel policies and practices of Contractor.
- 2.3. Contractor certifies that no individual or agent has been employed or retained to solicit or secure this Agreement for commission, percentage, brokerage or contingent fee except a bona fide employee whose job duties include securing business.
- 2.4. No program funded under this Agreement may impair existing contracts for services or collective bargaining agreements or be inconsistent with the terms of a collective bargaining agreement without the written concurrence of the labor organization and employer concerned.

### 3.0 COMPENSATION AND PAYMENT

- 3.1. In consideration for services specified in **Exhibit A** of this Agreement, County agrees to pay Contractor **up to \$45,000.00** (“the Maximum Allocated Amount”). Consultant fees paid under this grant will be limited to \$630.00 per day.
- 3.2. Payment will be made from federal and state grants received from various sources (collectively “the Awarding Agency”). Anticipated expenditures from each source are as follows:

<b>Funding Source</b>	<b>Maximum Amount Allocated January 1, 2018 – December 31, 2018</b>
U.S. Dept. of Labor/AZ Dept. of Economic Security	\$39,600.00
Pima County General Funds	\$5,400.00
<b>Allocated Amount</b>	<b>\$45,000.00</b>

- 3.2. Payment of the full Maximum Allocated Amount is subject to the Awarding Agency allocating and making available to County the amount set forth above for this Agreement. The Maximum Allocated Amount may be decreased at any time due to reduction, termination, or any other change in the grant funding being provided to County. **Unexpended funds will not be carried over into another fiscal year.**
- 3.3. **Contractor must submit a request for reimbursement every month**, even if no funds are being requested for the prior month. Requests for reimbursement are due as follows:

<b>Contract Month</b>	<b>Due date for Request for Reimbursement</b>
January through May and July through December	15 calendar days from end of month
June	July 7

- 3.5. Each monthly Request for Reimbursement must:
  - 3.5.1. Reference this contract number.
  - 3.5.2. Be approved and signed by the person(s) that prepared the request and an authorized manager, supervisor or executive of the Contractor to insure proper internal financial controls.
  - 3.5.3. Be for services and costs identified in **Exhibit A**.
  - 3.5.4. Be accompanied by documentation which must include, but is not limited to:
    - 3.5.4.1. A summary report of monthly expenditures by expense categories as shown in the approved budget in **Exhibit A**.
    - 3.5.4.2. Copies of invoices, receipts and/or checks (front and back) to support all purchases of goods or services.

- 3.5.4.3. If reimbursement is authorized for travel, detailed travel reports to support all travel expenses.
- 3.5.4.4. Any other documentation requested by County.
- 3.5.5. If reimbursement is authorized for personnel costs, be accompanied, at a minimum by the following documentation for each pay period:
  - 3.5.5.1. Time sheets or other records, signed by the employee and the employee's immediate supervisor with direct knowledge of employee's efforts for this Agreement, that specify:
    - 3.5.5.1.1. Hours worked on the grant;
    - 3.5.5.1.2. Total hours worked on the grant;
    - 3.5.5.1.3. Days worked; and
    - 3.5.5.1.4. Hours worked each day.
  - 3.5.5.2. Accounting system report(s) specifying rate of pay and costs of employer paid benefits.
- 3.5.6. Comply with the applicable provisions of 2 C.F.R. §§ 200.
- 3.5.7. Be only for authorized expenses which are not paid or reimbursed by another Federal, State or Local grant revenue source.
- 3.6. If Contractor is required to provide matching funds under the terms of the Awarding Agency, Contractor must also provide the documentation described in Paragraphs 3.5.4 and 3.5.5 for the matching funds.
- 3.7. **Contractor must utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.** Contractor may not bill the County for costs which are paid by another source. Contractor must notify County within ten (10) days of receipt of alternative funding for costs which would otherwise be subject to payment pursuant to this Agreement.
- 3.8. If each request for payment includes adequate and accurate documentation, County will generally pay Contractor within thirty (30) days from the date invoice is received. Contractor should budget cash needs accordingly.
- 3.9. **No payments will be made to Contractor until all of the following conditions are met:**
  - 3.9.1. Contractor has completed and submitted a W-9 Taxpayer Identification Number form;
  - 3.9.2. Contractor has registered as a Pima County Vendor at the following web address -- <https://secure.pima.gov/procurement/vramp/login.aspx>;
  - 3.9.3. This Agreement is fully executed; and
  - 3.9.4. Adequate and accurate documentation is provided with each request for payment or invoice.
- 3.10. **REQUEST FOR FINAL PAYMENT** for compensation earned and/or eligible costs incurred must be submitted to the County within **fifteen (15) working days after the end of the contract term** on invoices that meet the requirements set forth in Paragraph 3.5 above.
- 3.11. Contractor will report to County:
  - 3.11.1. Accrued expenditures;
  - 3.11.2. Program income, as defined by the awarding agency; and
  - 3.11.3. All other fiscal resources applied to expenses incurred in providing services under this Agreement.
- 3.12. County may, at its sole discretion:
  - 3.12.1. Determine the acceptability and progress of work performed and determine the resulting entitlement to payment of each request for reimbursement.

- 3.12.2. Liquidate funds available under this Agreement for costs incurred by County on behalf of Contractor.
- 3.12.3. **Deny full payment** for requests for reimbursement that are submitted to County after the date set forth in Paragraph 3.4. County may deduct its processing costs or delay-related damages in connection with a request for payment submitted after that date.
- 3.13. Pursuant to A.R.S. § 11-622, County **will deny reimbursement completely** for requests for payment made later than six (6) months after the last item of the account accrues.
- 3.14. Changes between budget line items may only be made as follows:
  - 3.14.1. Changes up to and including 15% of the total operating budget amount may be granted by and at the sole discretion of the Director of Community Services, Employment and Training or his designee. Contractor must submit a written request and show that any proposed increase is offset by a decrease of equal value to the remaining line items. No increase to the total operating budget will be allowed. **The change will not be effective, nor will compensation under the change be provided, until the date set forth in the written approval of the Director or his designee.**
  - 3.14.2. Changes of more than 15% of the total operating budget amount will require a contract amendment. **The change will not be effective, nor will compensation under the change be provided, until the contract amendment is fully executed by both parties.**
- 3.15. Program Income: Contractor must comply with all provisions of the federal awarding agency regarding Program Income.
- 3.16. Disallowed Charges or Cost principles will be as follows:
  - 3.16.1. The cost principle set forth in the Code of Federal Regulations (CFR), Title 48, Chapter 1, Part 31.201-6, (October 1, 1991), as modified by amendments and additions, on file with the Secretary of State and incorporated herein by reference, will be used to determine whether reimbursement of an incurred cost will be allowed under this Agreement. Those costs which are specifically defined as unallowable therein cannot be submitted for reimbursement by the Contractor and will not be reimbursed with Department funds.
  - 3.16.2. **Contractor must reimburse County for improper, unallowable or unsubstantiated costs discovered as a result of audit or otherwise within thirty (30) days following demand for reimbursement by County.**
- 3.17. For the period of record retention required under Section 21.0 – Books and Records, County reserves the right to question any payment made under this Section 3.0 and to require reimbursement by setoff or otherwise for payments determined to be improper or contrary to the Agreement or law.

#### **4.0 PROGRAM INCOME**

- 4.1. County does not anticipate that Contractor will generate program income, as defined by the Awarding Agency, under the activities of this Agreement.
- 4.2. In the event that activities under this Agreement do generate program income or program income is authorized, Contractor must:
  - 4.2.1. Report to County all program income, as defined at 24 CFR 570.500(a), generated and received as a result of activities carried out with the grant-funds provided pursuant to this Agreement. These reports are due quarterly.
  - 4.2.2. Return program income to County within fifteen (15) days of the end of each month, unless otherwise specified in **Exhibit A**.

#### **5.0 INSURANCE**

- 5.1. Contractor will procure and maintain at its own expense insurance policies (the “Required Insurance”) satisfying the below requirements (the “Insurance Requirements”) until all of its obligations under this

Agreement have been met. The below Insurance Requirements are minimum requirements for this Agreement and in no way limit Contractor's indemnity obligations under this Agreement. The County in no way warrants that the required insurance is sufficient to protect the Contractor for liabilities that may arise from or relate to this Agreement. If necessary, Contractor may obtain commercial umbrella or excess insurance to satisfy the Insurance Requirements.

**5.2. Insurance Coverages and Limits:**

- 5.2.1. Commercial General Liability (CGL): Occurrence Form covering liability arising from premises, independent contractors, personal injury, bodily injury, broad form contractual liability and products-completed operations with minimum limits not less than \$2,000,000 Each Occurrence and \$2,000,000 General Aggregate.
- 5.2.2. Business Automobile Liability: Coverage for 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.
- 5.2.3. Workers' Compensation (WC) and Employers' Liability:
  - 5.2.3.1. Workers' Compensation with Employers Liability limits of \$1,000,000 each accident and \$1,000,000 each employee – disease. Workers' Compensation statutory coverage is compulsory for employers of one or more employees.
  - 5.2.3.2. Note: The Workers' Compensation requirement does not apply if Contractor is exempt under A.R.S. § 23-901, and has executed the appropriate Pima County Sole Proprietor (Independent Contractor) Waiver form.

**5.3. Additional Coverage Requirements:**

- 5.3.1. Insurer Financial Ratings: 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.
- 5.3.2. Additional Insured: The General Liability policy must be endorsed to include Pima County and all its related special districts, elected officials, officers, agents, employees and volunteers (collectively "County and its Agents") as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor. The full policy limits and scope of protection must apply to the County and its Agents as an additional insured, even if they exceed the Insurance Requirements.
- 5.3.3. Waiver of Subrogation: Commercial General Liability and Workers' Compensation coverages must each contain a waiver of subrogation in favor of County and its Agents for losses arising from work performed by or on behalf of the Contractor.
- 5.3.4. Primary Insurance: The Required Insurance policies, with respect to any claims related to this Agreement, must be primary and must treat any insurance carried by County as excess and not contributory insurance. The Required Insurance policies may not obligate the County to pay any portion of a Contractor's deductible or Self Insurance Retention (SIR).
- 5.3.5. Subcontractors: Contractor 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, Contractor must furnish, if requested by County, appropriate insurance certificates for each subcontractor. Contractor must obtain County's approval of any subcontractor request to modify the Insurance Requirements as to that subcontractor.

**5.4. Verification of Coverage:**

- 5.4.1. Insurer or Broker of Contractor must evidence compliance with the Insurance Requirements by furnishing certificates of insurance executed by a duly authorized representative of each insurer. Each certificate must include:



- 5.4.1.1. The Pima County tracking number for this Agreement, which is shown on the first page of the Agreement, and a project description, in the body of the Certificate,
- 5.4.1.2. A notation of policy deductibles or SIRs relating to the specific policy, and
- 5.4.1.3. Certificates must specify that the appropriate policies are endorsed to include additional insured and subrogation waiver endorsements for the County and its Agents.
- 5.4.2. Each Required Insurance policy and appropriate endorsements must be in effect not less than fifteen (15) days prior to commencement of work under this Agreement. A renewal certificate must be provided to County not less than fifteen (15) days prior to the policy's expiration date to include actual copies of the additional insured and waiver of subrogation endorsements. Failure to maintain the Required Insurance, or to provide evidence of renewal, is a material breach of this Agreement.
- 5.4.3. County reserves the right to, at any time, require complete copies of any or all Required Insurance policies.
- 5.4.4. Cancellation Notice: Contractor's insurance policies and endorsements will not be permitted to expire, be cancelled, suspended or materially changed from the agreed upon Insurance Requirements for any reason without thirty (30) days advance written notice to the County of the policy cancellation, suspension or material change. Contractor must provide written notice to County within two (2) business days of receipt of notice. For cancellation of non-payment, Insurer is to provide County with written notice ten (10) days prior to cancellation of policy.
- 5.5. Approval and Modifications: The Pima County Risk Manager may approve a modification of the Insurance Requirements without the necessity of a formal contract amendment, but the approval must be in writing. 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, or the County's receipt of any other information from the Contractor, its insurance broker(s) and/or insurer(s), constitutes a waiver of any of the Insurance Requirements.

## 6.0 INDEMNIFICATION

To the fullest extent permitted by law, Contractor will defend, indemnify, and hold harmless Pima County 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 Contractor or any of Contractor'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 Contractor 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 Contractor from and against any and all Claims. Contractor 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.

## 7.0 LAWS AND REGULATIONS

- 7.1. Compliance with Laws; Changes. Contractor will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Agreement. Any changes in the governing laws, rules, and regulations during the terms of this Agreement will apply, but do not require an amendment.
- 7.2. Licensing. Contractor warrants that it is appropriately licensed to provide the services under this Agreement and that its subcontractors will be appropriately licensed.
- 7.3. Choice of Law; Venue. The laws and regulations of the State of Arizona will govern the rights of the parties, the performance of this Agreement, and any disputes hereunder. Any action relating to this

Agreement must be brought in a court of the State of Arizona in Pima County.

- 7.4. Use of Funds. Contractor warrants that funds provided for personnel employed in the administration of the activities funded under this Agreement will not be used for:
- 7.4.1. Political activities;
  - 7.4.2. Inherently religious activities;
  - 7.4.3. Lobbying;
  - 7.4.4. Political patronage; or
  - 7.4.5. Nepotism activities.
- 7.5. Compliance with Federal Law, Rules and Regulations. Contractor will comply with the applicable provisions of:
- 7.5.1. Arizona Department of Economic Security Special Terms and Conditions;
  - 7.5.2. Davis-Bacon Act (Pub. L.107-217), (40 U.S.C. §§ 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5) as amended;
  - 7.5.3. Copeland Anti-Kick Back Act (18 USC § 874 *et seq.*);
  - 7.5.4. Arizona Address Confidentiality Program (A.R.S. § 41-161 *et seq.*);
  - 7.5.5. Fingerprinting, certification, and criminal background checks including, but not limited to the applicable provisions of: A.R.S. §§ 8-804, 36-594.01, 36-3008, 41-1964, and 46-141;
  - 7.5.6. Clean Air and Clean Water Act (42 U.S.C.1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368) Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15);
  - 7.5.7. Debt Collection and Audit Resolution (Pub. L. 105-220 Sections 128, 133, and 184; 20 CFR Part 652, Subpart D,E and G; 20 CFR Part 667 Subparts D – H; 2 CFR 200 and all subparts; Federal Acquisition Regulation 97-03 Part 31; ADES Policies 1-47-01 and 1-47-08);
  - 7.5.8. Child Labor Laws (A.R.S. §23-230 *et seq.*);
  - 7.5.9. Debarment and Suspension (29 CFR Part 98 and Executive Order 12549);
  - 7.5.10. Drug-Free Workplace (41 U.S.C. 702 *et seq.* and 2 CFR 182);
  - 7.5.11. Environmental Tobacco Smoke (Pub. L. 103-227, Part C);
  - 7.5.12. Workforce Innovation and Opportunity Act, Pub.L.113-128; and
  - 7.5.13. All rules and regulations applicable to the Acts set forth above.
- 7.6. Cooperation. Contractor will fully cooperate with County, HHS, ADES, and any other federal agency in the review and determination of compliance with the above provisions.

## **8.0 INDEPENDENT CONTRACTOR**

- 8.1. Contractor is an independent contractor. Neither Contractor nor any of Contractor's officers, agents, or employees will be considered an employee of Pima County or be entitled to receive any employment-related benefits, or assert any protections, under the Pima County Merit System.
- 8.2. Contractor is responsible for paying all federal, state and local taxes on the compensation by Contractor under this Agreement and will indemnify and hold County harmless from any and all liability which County may incur because of Contractor's failure to pay such taxes.
- 8.3. Contractor will be solely responsible for its program development, operation, and performance.

## **9.0 SUBCONTRACTORS**

- 9.1. Except as provided in paragraph 9.2, Contractor will not enter into any subcontracts for any services to be performed under this Agreement without County's prior written approval of the subcontract. Contractor must follow all applicable Federal, State, and County rules and regulations for obtaining subcontractor services.
- 9.2. Prior written approval is not required for the purchase of supplies that are necessary and incidental to Contractor's performance under this Agreement.
- 9.3. Contractor is fully responsible for all acts and omissions of any subcontractor, and of persons directly or indirectly employed by any subcontractor, and of persons for whose acts any of them may be liable, to the same extent that Contractor is responsible for the acts and omissions 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 subcontractor, except as may be required by law.
- 9.4. Contractor must include the provision set forth in paragraph 3.5, in all contracts between Contractor and its subcontractors providing goods or services pursuant to this Agreement. Contractor will be responsible for subcontractors' compliance with that provision and for any disallowances or withholding of reimbursements resulting from noncompliance of said subcontractors with the provision.

## **10.0 ASSIGNMENT**

Contractor cannot assign its rights or obligations under this Agreement, in whole or in part, without County's prior written approval. County may withhold approval at its sole discretion.

## **11.0 NON-DISCRIMINATION**

- 11.1. Contractor 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.
- 11.2. During the performance of this Agreement, Contractor 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.

## **12.0 AMERICANS WITH DISABILITIES ACT**

Contractor will comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. If Contractor is carrying out a government program or services on behalf of County, then Contractor will maintain accessibility to the program to the same extent and degree that would be required by the County under 28 CFR Sections 35.130, 35.133, 35.149 through 35.151, 35.160, 35.161 and 35.163. Failure to do so could result in the termination of this Agreement.

## **13.0 AUTHORITY TO CONTRACT**

Contractor 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 Contractor or any third party by reason of such determination or by reason of this Agreement.

## **14.0 FULL AND COMPLETE PERFORMANCE**

The failure of either party to insist, in one or more instances, upon the other party's full and complete performance under this Agreement, or to take any action based on the other party's failure to fully and completely perform, is not a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time is not an accord and satisfaction.

## 15.0 CANCELLATION FOR CONFLICT OF INTEREST

- 15.1. This Agreement is subject to cancellation for conflict of interest pursuant to ARS § 38-511, the pertinent provisions of which are incorporated into this Agreement by reference.
- 15.2. Contractor agrees to comply with all applicable conflict of interest provisions contained in Federal and State laws and regulations that govern specific funding sources identified in this Agreement, including, but not limited to, those governing nepotism.

## 16.0 TERMINATION AND SUSPENSION BY COUNTY

- 16.1. Without Cause: County may terminate this Agreement at any time, without cause, by serving a written notice upon Contractor at least thirty (30) days before the effective date of the termination. In the event of such termination, the County's only obligation to Contractor will be payment for services rendered prior to the date of termination.
- 16.2. With Cause: County may terminate this Agreement at any time without advance notice and without further obligation to County finds Contractor to be in default of any provision of this Agreement.
- 16.3. Insufficient Funds: Notwithstanding Paragraphs 16.1 and 16.2 above, if any state or federal grant monies used to pay for performance under this Agreement are reduced or withdrawn, County will have the right to either reduce the services to be provided and the total dollar amount payable under this Agreement or terminate the Agreement. To the extent possible, County will endeavor to provide fifteen (15) days written notice of such reduction or termination. In the event of a reduction in the amount payable, County will not be liable to Contractor for more than the reduced amount. In the event of a termination under this paragraph, County's only obligation to Contractor will be payment for services rendered prior to the date of termination to the extent that grant funds are available.
- 16.4. 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 Contractor, other than for services rendered prior to termination.
- 16.5. Suspension: County reserves the right to suspend Contractor's performance and payments under this Agreement immediately upon notice delivered to Contractor's designated agent in order to investigate Contractor's activities and compliance with this Agreement. In the event of an investigation by County, Contractor will cooperate fully and provide all requested information and documentation. At the conclusion of the investigation, or within forty-five (45) days, whichever is sooner, Contractor will be notified in writing that the contract will be immediately terminated or that performance may be resumed.

## 17.0 NOTICE

- 17.1. Contractor will give written notice of any change of corporate or entity status as promptly as possible and, in any event, within fifteen (15) days after the change is effective. A change in corporate or entity status includes, but is not limited to, change from unincorporated to incorporated status and vice versa and any suspension or termination of corporate status based on failure to comply with all applicable federal, state, and local reporting requirements.
- 17.2. Any notice required or permitted to be given under this Agreement must be in writing and served by personal delivery or by certified mail upon the other party as follows:

**County:**

Director  
Pima County Community Services  
2797 E. Ajo Way  
Tucson, AZ 85713

**Contractor:**

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

## 18.0 NON-EXCLUSIVE CONTRACT

Contractor 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.

## 19.0 OTHER DOCUMENTS

Contractor and County in entering into this Agreement have relied upon information provided in the Pima County Solicitation RFP No. **RFP No. RFP-CSET-WF-2015-8** including the Instructions to Bidders, Standard Terms and Conditions, Specific Terms and Conditions, Solicitation Addenda, Contractor's Proposal and on other information and documents submitted by the Contractor in its' response to said Solicitation. These documents are hereby incorporated into and made a part of this Contract as if set forth in full herein, to the extent not inconsistent with the provisions of this Agreement.

## 20.0 AUDIT REQUIREMENTS

### 20.1. Contractor will:

- 20.1.1. Comply with the applicable provisions of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR Part 200).
- 20.1.2. **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 the County.
- 20.1.3. Establish and maintain accounting records which identify the source and application of any funds not provided under this Agreement used to support these Agreement activities.
- 20.1.4. Ensure that all accounting records meet the requirements of the Federal, State, County, and generally accepted accounting principles laws and regulations.
- 20.1.5. Upon written notice from County, provide a program-specific or financial audit. Such notice from County will specify the period to be covered by the audit, the type of audit and the deadline for completion and submission of the audit.
- 20.1.6. Assure that any audit conducted pursuant to this Agreement is performed by a qualified, independent accounting firm and submitted to County within six (6) months of completion of the audit required pursuant to this Section 20.0, unless a different time is specified by County. The audit submitted must include Contractor responses, if any, concerning any audit findings.
- 20.1.7. Pay all costs for any audit required or requested pursuant to this Section 20.0, unless the cost is allowable for payment with the funds provided pursuant to this Agreement under the appropriate federal or state law and the cost was specifically included in the Contractor grant budget approved by County.

### 20.2. Contractor status:

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

### 20.3. Contractor must timely submit the required or requested audit(s) to:

Director  
Community Services, Employment & Training Dept.  
2797 E. Ajo Way, 3<sup>rd</sup> Floor  
Tucson, AZ 85713

## **21.0 BOOKS AND RECORDS**

- 21.1. Contractor 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.
- 21.2. Contractor will retain all records relating to this Contract for at least five (5) years after its expiration or termination or, if later, until any related pending proceeding or litigation has concluded.

## **22.0 COPYRIGHT**

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

## **23.0 PROPERTY OF THE COUNTY**

- 23.1. Contractor is not the agent of County for any purpose and will not purchase any materials, equipment or supplies on the credit of County.
- 23.2. Any materials, including reports, computer programs and other deliverables, created under this Agreement are the sole property of the County. Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. Contractor will not use or release these materials without the prior written consent of County.

## **24.0 DISPOSAL OF PROPERTY**

Termination of this Agreement will not relieve any party from liabilities or costs already incurred under this Agreement, nor affect any ownership of property pursuant to this Agreement.

## **25.0 COORDINATION**

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

## **26.0 ACCOUNTABILITY**

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

## **27.0 ISRAEL BOYCOTT CERTIFICATION**

Contractor hereby certifies that is not currently engaged in, and will not for the duration of this Agreement engage in, a boycott of Israel as defined by A.R.S. § 35-393.01. Violation of this certification by Contractor may result in action by the County up to and including termination of this Agreement.

## **28.0 PUBLIC RECORDS**

- 28.1. Disclosure. Pursuant to Arizona Public Records law, A.R.S. § 39-121 et seq., and A.R.S. § 34-603(H) in the case of construction or architectural and engineering services procured under A.R.S. § Title 34, Chapter 6, all documents submitted in response to the solicitation resulting in an award of this Agreement, including, but not limited to pricing schedules, product specifications, work plans, and any supporting

documents, are public records. As such, those documents are subject to release and/or review by the general public upon request, including competitors.

## **28.2. Records Marked Confidential; Notice and Protective Order.**

28.2.1. If Contractor reasonably believes that some of the records described in paragraph 28.1 above contain proprietary, trade-secret or otherwise-confidential information, Contractor must prominently mark those records "CONFIDENTIAL."

28.2.2. In the event that a public records request is submitted to County for records marked "CONFIDENTIAL," County will notify Contractor of the request as soon as reasonably possible.

28.2.3. County will release the records ten (10) business days after the date of that notice, unless Contractor 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.

## **29.0 ELIGIBILITY FOR PUBLIC BENEFITS**

Contractor will comply with applicable provisions of A.R.S. §§1-501 and 1-502 regarding public benefits, which are hereby incorporated as provisions of this Agreement.

## **30.0 LEGAL ARIZONA WORKERS ACT COMPLIANCE**

30.1. Compliance with Immigration Laws. Contractor hereby warrants that it will at all times during the term of this Agreement comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor will further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws.

30.2. Books and Records. County has the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

30.3. Remedies for Breach of Warranty. Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this Section 26, is a material breach of this Agreement subjecting Contractor 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, Contractor 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 Contractor.

30.4. Subcontractors. Contractor will advise each subcontractor of County's rights, and the subcontractor's obligations, under this Section 30.0 by including a provision in each subcontract substantially in the following form:

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

### 31.0 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 will be cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Agreement.

### 32.0 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.

### 33.0 ENTIRE AGREEMENT

- 33.1. This document constitutes the entire agreement between the parties pertaining to the subject matter it addresses, and supersedes all prior or contemporaneous agreements and understandings, oral or written.
- 33.2. No verbal agreements or conversations with any officer, agent or employee of County prior to or after the execution of this Agreement will affect or modify any of the terms or obligations contained in any documents comprising this Agreement. Any such verbal agreements are unofficial information and in no way binding upon County.

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

#### PIMA COUNTY

\_\_\_\_\_  
Chair, Board of Supervisors

\_\_\_\_\_  
Date

#### ATTEST

\_\_\_\_\_  
Clerk, Board of Supervisors

#### CONTRACTOR

  
Authorized Officer Signature

JOSE GABRIEL LOYOLA  
Please print name

PRESIDENT

Title

11/17/2017  
Date

#### APPROVED AS TO CONTENT

  
Community Services, Employment  
& Training Director

#### APPROVED AS TO FORM

  
Karen S. Friar, Deputy County Attorney



**SCOPE OF WORK****1.0 PROGRAM OVERVIEW.**

- 1.1. Contractor will provide County with assistance in the interpretation and implementation of federal and states rules, regulations, and policies under the federal Workforce Innovation and Opportunities Act (“WIOA”), P.L. 113-128.
- 1.2. Contractor will assist the Workforce Investment Board (“WIB”) in developing strategies to meet WIB responsibilities under WIOA.
- 1.3. Contractor will assist Pima County’s Community Services Employment and Training (“CSET”) in grant writing, strategic planning, research and project evaluations.

**2.0 PROGRAM ACTIVITIES** – Contractor will work with County staff in the area of workforce and community development as follows:

- 2.1. Review the structure and duties of WIB committees and recommend appropriate practices for effective meetings and results.
- 2.2. Develop partnerships, and leverage various funding sources, among local communities in Pima County, Pima Community College and workforce stakeholders to develop Partnerships and leverage various funding sources.
- 2.3. Facilitate and develop Strategic Plans for projects as determined by CSET Director.
- 2.4. Research and provide reports on:
  - 2.4.1. Best practices for providing services to job seekers and employers.
  - 2.4.2. Best practices for recruiting, retaining, and transitioning of Out-of-School Youth into the workforce.
  - 2.4.3. Potential grant opportunities.
- 2.5. Prepare and deliver technical assistance and group training to community advisory groups, County management and staff, the WIB, and subcontractors.
- 2.6. Evaluate federal and state legislation and policies related to workforce development and make recommendations regarding program implementation and service delivery.
- 2.7. Assist in collaborative efforts between workforce development partners, including those in other Counties.
- 2.8. Upon request, work with federal and state agencies to assure the successful implementation of Pima County programs.
- 2.9. Assist with other projects as requested by the CSET Director.

**3.0 OUTCOME/GOALS.**

- 3.1. Provide best practices for WIB committee structures and duties.
- 3.2. Interpret state policies for Local One-Stop Delivery System service delivery mandates and changes.
- 3.3. Research best practices for partnerships to provide workforce development services to under-resourced populations.

- 4.0 **BUDGET.** Contractor will be paid \$90.00 per delivered hour of service, not-to-exceed \$45,000.00, as follows:

Budget Item	Funding Source	Amount allocated for January 1, 2018 – December 31, 2018
Group trainings, workshops and/or focus groups	WIOA - Adult	\$9,900.00
	WIOA – Dislocated Worker	\$19,800.00
	WIOA - Youth	\$9,900.00
Research, analysis, and preparation of reports	Pima County General Funds	\$5,400.00
<b>TOTAL</b>		<b>\$45,000.00</b>

- 5.0 **REPORTS.** By the tenth (10<sup>th</sup>) working day of each month, Contractor will provide County with a written report of work done pursuant to this Contract. The reports must include, but are not limited to: findings, recommendations, hours worked, and groups, communities, partners and stakeholders contacted.

**END OF EXHIBIT A**