

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

CAward Contract CGrant

Requested Board Meeting Date: January 8, 2019

\* = Mandatory, information must be provided

or Procurement Director Award  $\Box$ 

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

Regina Serrano dba Pinnacle Workforce Strategies

## \*Project Title/Description:

Pima County Career Pathways Analysis and Resource Guide

#### \*Purpose:

Contractor will create a comprehensive Resource Guide to promote career choice, career advancement and sustainable earning levels for Pima County workers and job seekers.

Attachment: Contract Number CT-CS-19-294

#### \*Procurement Method:

Request for Proposals No. RFP-CSET-CPARG-2018-08 per Pima County Board of Supervisors Policy D29.6 - Selection and Contracting of Professional Services.

## \*Program Goals/Predicted Outcomes:

A comprehensive Pima County Career Pathways Resource Guide.

#### \*Public Benefit:

This project 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:

Final Pima County Career Pathways Analysis and Resource Guide.

#### \*Retroactive:

Yes, due to several contract language changes.

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To: COB 1-3-2019 (1) Vers.: 1 Pgs::22

Contract / Award Information			
Document Type: CT	Department Code: CS	Contract Number (i.e.	,15-123): 19-299
Effective Date: <u>01/01/2019</u> Te	ermination Date: 12/31/2019	Prior Contract Number (Syne	rgen/CMS): NA
$\boxtimes$ Expense Amount: \$* $\underline{20,0}$	00.00	Revenue Amount: \$	
*Funding Source(s) required:	U.S. Department of Labor and A	rizona Department of Economic Sec	curity
Funding from General Fund?	OYes   OYes   No If Yes \$		%
Contract is fully or partially fund	ed with Federal Funds?	⊠ Yes □ No	
If Yes, is the Contract to a ver	idor or subrecipient? Ver	ndor	
Were insurance or indemnity cla	auses modified?	☐ Yes ⊠ No	
If Yes, attach Risk's approval.			
Vendor is using a Social Securit	y Number?	☐ Yes ⊠ No	
If Yes, attach the required form	per Administrative Procedure	22-73.	
Amount / Davis and Assert	luda um ati a u		
Amendment / Revised Award		Contract Number (i.e.	15.123\·
Document Type:			
Amendment No.:			
Effective Date:			/CMS):
○ Expense or	○Increase ○Decrease		/Olvio).
Is there revenue included?		Yes\$	
*Funding Source(s) required:	Ores Ono II		
r anamy course(o) required			
Funding from General Fund?	OYes ONo If	Yes \$	%
<b>Grant/Amendment Information</b>	n (for grants acceptance and	awards)	C Amendment
Document Type:	Department Code:	Grant Number (i.e.,15	5-123):
Effective Date:	Termination Date:	Amendment N	Number:
Match Amount: \$		Revenue Amount: \$	
*All Funding Source(s) require			
*Match funding from General	Fund? OYes No If	Yes \$	%
*Match funding from other so			%
*Funding Source:			
*If Federal funds are received Federal government or passe			
Todarai government or passe	a anough only organization		
Contact: Rise Hart			
Department: Pima County Cor	mmunity Services, Employ	nent and Training Telepho	one: <u>520-724-5723</u>
Department Director Signature	e/Date:		12-31-18
Deputy County Administrator S	Signature/Date:	July 1-	2-19
County Administrator Signatur			, <i>(2</i> 7   1   4



Date: January 2, 2019

To: Jan Lesher

Chief Deputy County Administrator

From: Arnold Palacios

Community Services Director

Re:

Request for Placement of Item on the Addendum for the January 8, 2019 Board of Supervisors' Regular Meeting – Regina Serrano *dba* Pinnacle Workforce Strategies for Pima County Career Pathways Analysis and Resource Guide (CT-CS-19-294)

Background

On Monday, June 25, 2018, the Pima County Community Services, Employment and Training Department (CSET) released the Request for Proposal (RFP) RFP-CSET-CPARG-2018-08 "Pima County Career Pathways Analysis and Resource Guide" for Program Year 2018-2019 for the Pima County Workforce Investment Board (WIB).

The Pima County WIB recommended a contract award for Regina Serrano *dba* Pinnacle Workforce Strategies, a qualified vendor, to complete an analysis of education and training options in Pima County to support the WIB's Pima County Career Pathways Guidelines for workforce development.

**Discussion** 

Regina Serrano will create a comprehensive Pima County Career Pathways Analysis and Resource Guide to promote career choice, career advancement and sustainable earning levels for Pima County worker and job seekers.

Financial Impact

These are federal funds and there is no unbudgeted impact to the General Fund.

Recommendation

The Pima County Community Services Department recommends approval of this contract.

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## PIMA COUNTY COMMUNITY SERVICES, EMPLOYMENT AND TRAINING DEPARTMENT

Program Name: Pima County Career Pathways Analysis and

Resource Guide

Contractor:

Regina Serrano dba Pinnacle Workforce

Strategies

6654 E Valle di Cadore Tucson, AZ 85750

DUNS:

116764191

SAM Registration Date: November 16, 2018

Program Description: Analysis of education and training

opportunities in Pima County

Contract Term:

January 1, 2019 through December 31, 2019

Contract Amount: \$20,000.00

Funding: U.S. Department of Labor (DOL) and Arizona

Department of Economic Security

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NO. CT-	C5-1	19-	294	
AMENDME				
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invoices,	correspon	dence	and	
documents	pertaining	to to	this	

Is this a research and development contract? Yes

Awardee is a \_\_\_\_ Subrecipient X Contractor

Match NO

Indirect Costs NO

Grant ID/Contract Number	Award Date	CFDA	Program Description	National Funding	Pima County Award
DI19-002205	2018	17.258	Workforce Innovation and Opportunity Act (WIOA)- Adult	\$776,736,000.00	\$2,023,077.00
DI19-002205	2018	17.278	WIOA-Dislocated Worker	\$1,015,530,000.00	\$3,232,942.00
DI19-002205	2018	17.259	WIOA-Youth	\$831,842,000.00	\$2,164,290.00

This Contract is made by and between Pima County ("County"), a body politic and corporate of the State of Arizona, and Regina Serrano dba Pinnacle Workforce Strategies ("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 ARIZONA@WORK Pima County One-Stop Workforce Development System. The WIOA grant ends June 30, 2020. 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.
- B. County issued Request for Proposal No. **RFP-CSET-CPARG-2018-08** ("the RFP") for creating a <u>Pima County Career Pathways Analysis and Resource Guide</u>.
- C. Contractor has submitted a response to the RFP that is the most beneficial to the residents of the County.

D. The Pima County Board of Supervisors finds that Contractor has expertise survey, data analysis and design expertise and that entering into this Contract 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. <u>Original Term</u>. This Contract will commence on <u>January 1, 2019</u> and will terminate on <u>December 31, 2019</u> (the "Initial Term"). "Term," when used in this Contract, means the Initial Term plus any exercised Extension Option.
- 1.2. Extension Option. County may renew this Contract for four (4) 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 Contract may be modified, amended, altered or extended only by written amendment signed by the parties. County must approve any amendment to the Contract before Contractor commences services under the amendment.
- 1.4. Notwithstanding paragraphs 1.1 and 1.2 above, the term of this Contract 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 Contract.
  - 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 Contract.
  - 2.1.4. Obtain and maintain all licenses, permits and authority required for performance under this Contract.
- 2.2. Unless otherwise provided for herein, the personnel delivering services under this Contract 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 Contract 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 Contract 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.
- 2.5. <u>Key Personnel</u>. Prior to changing any key personnel, especially those key personnel County relied upon in making this Contract, Contractor will obtain the approval of County. The key personnel include *Regina Serrano*.

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#### 3.0 COMPENSATION AND PAYMENT

- 3.1. In consideration for services specified in **Exhibit A** of this Contract, County agrees to pay Contractor <u>up</u> to \$20,000.00 ("the Maximum Allocated Amount").
- 3.2. Payment will be made from the federal WIOA grant funds County received from the United States Department of Labor ("Awarding Agency").
- 3.3. 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 Contract. 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.
- 3.4. 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:

Contract Month	Due date for Request for Reimbursement
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, Contractor must provide:
    - 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 Contract, that account for one hundred percent (100%) of the employee's time worked in the period. These documents must specify:
      - 3.5.5.1.1. Hours worked on this Contract;
      - 3.5.5.1.2. Total hours worked per pay period;
      - 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.

- 3.6. 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 Contract to supplement rather than supplant funds otherwise available. Contractor may not bill the County for costs that are paid by another source. Contractor must notify County within ten (10) days of receipt of alternative funding for costs that would otherwise be subject to payment pursuant to this Contract.
- 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 -- <a href="https://secure.pima.gov/procurement/vramp/login.aspx">https://secure.pima.gov/procurement/vramp/login.aspx</a>);
  - 3.9.3. This Contract 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 Contract.
- 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 Contract 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. <u>Changes between budget line items</u>. Changes between budget line items of no more than 15% may be granted by and at the sole discretion of the Director of Community Services, Employment and Training ("CSET") or designee. The following provisions apply:
  - 3.14.1. The change may not increase or decrease the Maximum Allocated Amount.
  - 3.14.2. Contractor must submit a written request for the line item change on or before May 15 of the contract year. The written request must contain a detailed explanation of:
    - 3.14.2.1. The reason the change is necessary; and
    - 3.14.2.2. How the specified purpose, program(s), metrics, or outcomes set forth in this Contract will continue to be met, despite the requested change.

- 3.14.3. The change must be for future expenditures that are not part of the current existing and approved budget(s). The change may not be to cover unbudgeted expenditures incurred by Contractor prior to submitting the written request for a budget line item change.
- 3.14.4. If the Director of CSET 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 forth in the written approval.
- 3.15. Any change that increases or decreases the maximum allocate amount or that changes the Scope of Work in any way will require a contract amendment. Such change will not be effective, nor will compensation under the change be provided, until the contract amendment is fully executed by both parties.
- 3.16. Goods and services provided in excess of the budgeted line item or the maximum allocated amount without prior authorization as set forth in paragraphs 3.14 and 3.15 above will be at Contractor's own risk.
- 3.17. For the period of record retention required under <u>Section 21.0 Books and Records</u>, County reserves the right to question any payment made to Contractor and to require reimbursement by setoff or otherwise for payments determined to be improper or contrary to the Contract or law.
- 3.18. <u>Program Income</u>: Contractor must comply with all provisions of the federal awarding agency regarding Program Income.
- 3.19. Disallowed Charges or Cost principles will be as follows:
  - 3.19.1. 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 Contract. Those costs that are specifically defined as unallowable therein cannot be submitted for reimbursement by the Contractor and will not be reimbursed with Department funds.
  - 3.19.2. 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.
- 3.20. For the period of record retention required under <u>Section 21.0 Books and Records</u>, 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 Contract or law.

## 4.0 PROGRAM INCOME

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- 4.1. County does not anticipate that Contractor will generate program income, as defined by the Awarding Contractor, under the activities of this Contract.
- 4.2. In the event that activities under this Contract 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 Contract. 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 Contract have been met. The below Insurance Requirements are minimum requirements for this Contract and in no way limit Contractor's indemnity obligations under this Contract. The County in no way warrants that the required insurance is sufficient to protect the Contractor for liabilities that may arise

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from or relate to this Contract. 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. <u>Business Automobile Liability</u>: Coverage for any owned, leased, hired, and/or non-owned autos assigned to or used in the performance of this Contract 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. <u>Insurer Financial Ratings</u>: 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. <u>Wavier of Subrogation</u>: 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. <u>Primary Insurance</u>: The Required Insurance policies, with respect to any claims related to this Contract, 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. <u>Verification of Coverage:</u>

- 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 Contract, which is shown on the first page of the Contract, 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

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- 5.4.1.3. The appropriate policies that are endorsed to include additional insured and subrogation wavier 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 Contract. 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 wavier of subrogation endorsements. Failure to maintain the Required Insurance, or to provide evidence of renewal, is a material breach of this Contract.
- 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 shall 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 Contract.

#### 7.0 LAWS AND REGULATIONS

- 7.1. <u>Compliance with Laws; Changes</u>. Contractor will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Contract. Any changes in the governing laws, rules, and regulations during the terms of this Contract will apply, but do not require an amendment.
- 7.2. <u>Licensing</u>. Contractor warrants that it is appropriately licensed to provide the services under this Contract 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 Contract, and any disputes hereunder. Any action relating to this Contract must be brought in a court of the State of Arizona in Pima County.
- 7.4. <u>Use of Funds</u>. Contractor warrants that funds provided for personnel employed in the administration of the 95309 / 00626876 / v5

activities funded under this Contract will not be used for:

7.4.1. Political activities;

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- 7.4.2. Inherently religious activities;
- 7.4.3. Lobbying to influence the outcome of any election or the award of any federal contract, grant, loan or cooperative agreement (*see* Federal Standard Form LLL, "Disclosure of Lobbying Activities);
- 7.4.4. Political patronage; or
- 7.4.5. Nepotism activities.
- 7.5. <u>Compliance with Federal Law, Rules and Regulations</u>. 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 Central Registry for Background Checks and A.R.S. §§ 8-804, 36-594.01, 36-3008, 41-1964, and 46-141, for all positions that provide direct service to children or vulnerable adults;
  - 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. Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871);
  - 7.5.8. 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);
  - 7.5.9. Child Labor Laws (A.R.S. §23-230 et seq.);
  - 7.5.10. Debarment and Suspension (29 CFR Part 98 and Executive Order 12549);
  - 7.5.11. Drug-Free Workplace (U.S.C. 702 et seq. and 2 CFR 182);
  - 7.5.12. Environmental Tobacco Smoke (Pub. L. 103-227, Part C);
  - 7.5.13. Workforce Innovation and Opportunity Act, Pub.L.113-128; and
  - 7.5.14. All rules and regulations applicable to the Acts set forth above.
- 7.6. <u>Cooperation</u>. Contractor will fully cooperate with County, Arizona Department of Economic Security, 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 Contract and will indemnify and hold County harmless from any and all liability that 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 Contract 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 Contract.
- 9.3. To the extent permitted by law, 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 Contract 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 paragraphs 3.4 and 3.5, in all contracts between Contractor and its subcontractors providing goods or services pursuant to this Contract. To the extent permitted by law, 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 Contract, 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. County and Contractor will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this Contract, including flow down of all provisions and requirements to any subcontractors.
- 11.2. During the performance of this Contract, County and 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

- 12.1. 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.
- 12.2. 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 Contract.

## 13.0 AUTHORITY TO CONTRACT

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

## 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 Contract, 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 Contract is subject to cancellation for conflict of interest pursuant to ARS § 38-511, the pertinent provisions of which are incorporated into this Contract by reference.
- 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 Contract, including, but not limited to, those governing nepotism.

## 16.0 TERMINATION AND SUSPENSION BY COUNTY

- 16.1. Without Cause: County or Contractor may terminate this Contract at any time, without cause, by serving a written notice upon the other party at lease 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 or Contractor may terminate this Contract at any time without advance notice and without further obligation if either Party is in default of any provision of this Contract.
- 16.3. <u>Insufficient Funds</u>: Notwithstanding Paragraphs 16.1 and 16.2 above, if any state or federal grant monies used for payment or for performance under this Contract 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 Contract or terminate the Contract. To the extent possible, County will endeavor to provide fifteen (15) days written notice of such reduction or termination. In the event of a reduction in the amount payable, County 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. <u>Non-Appropriation</u>: Notwithstanding any other provision in this Contract, County or Contractor may terminate this Contract if for any reason, there are not sufficient appropriated and available monies for the purpose of maintaining County, Contractor, or other public entity obligations under this Contract. In the event of such termination, County will have no further obligation to Contractor, other than for services rendered prior to.
- 16.5. <u>Suspension</u>: County reserves the right to suspend Contractor's performance and payments under this Contract immediately upon notice delivered to Contractor's designated agent in order to investigate Contractor's activities and compliance with this Contract. In the event of an investigation by County, Contractor 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 Contract 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, Employment & Training Dept. 3<sup>rd</sup> Floor, 2797 E. Ajo Way Tucson, AZ 85713

#### **Contractor:**

Regina Serrano *dba* Pinnacle Workforce Strategies 6654 E Valle di Cadore Tucson, AZ 85750

#### 18.0 NON-EXCLUSIVE CONTRACT

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

## 19.0 OTHER DOCUMENTS

- 19.1. In entering into this Contract, Contractor and County have relied upon information provided in Contractor's proposal submitted in response to the RFP (including the Instructions to Bidders, Standard Terms and Conditions, Specific Terms and Conditions, Solicitation Addenda, Contractor's Proposal, other information and documents).
- 19.2. The documents set forth in paragraph 19.1 are hereby incorporated into and made a part of this Contract as if set forth in full herein, to the extent not inconsistent with the provisions of this Contract, including all exhibits. Contractor will promptly bring any provisions which Contractor believes are inconsistent to County's attention, and County will provide Contractor with its interpretation of the provisions in question. In the event of an irreconcilable inconsistency, the provisions of the Awarding Agency documents will govern over the conditions of this Contract, unless otherwise required by law.

## 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 Contract. The accounting must record all expenditures that are used to support invoices and requests for payment from the County.
- 20.1.3. Establish and maintain accounting records that identify the source and application of any funds not provided under this Contract used to support these Contract 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 Contract is performed by a qualified, independent accounting firm and submitted to County within six (6) months of completion of the audit required pursuant to this 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 Contract 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

Pima County Community Services, Employment & Training Dept.

3<sup>rd</sup> Floor, 2797 E. Ajo Way

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 Contract 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 Contract are the sole property of 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 Contract will not relieve any party from liabilities or costs already incurred under this Contract, nor affect any ownership of property pursuant to this Contract.

#### 25.0 COORDINATION

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

## **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 that are pertinent to this Contract, in order to make audits, examinations, excerpts and transcripts for the purpose of evaluating Contractor's performance and Contractor's compliance with this Contract. This provision

must be included in all contracts between Contractor and its subcontractors providing goods or services pursuant to this Contract. To the extent permitted by law, 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 PUBLIC RECORDS

27.1. <u>Disclosure</u>. 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 Contract, 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.

## 27.2. Records Marked Confidential; Notice and Protective Order.

- 27.2.1. If Contractor reasonably believes that some of the records described in paragraph 27.1 above contain proprietary, trade-secret or otherwise-confidential information, Contractor must prominently mark those records "CONFIDENTIAL."
- 27.2.2. 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.
- 27.2.3. 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.

## 28.0 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 Contract.

## 29.0 LEGAL ARIZONA WORKERS ACT COMPLIANCE

- 29.1. Compliance with Immigration Laws. Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor will further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws.
- 29.2. <u>Books and Records</u>. 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.
- 29.3. 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 29.0, is a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor 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.
- 29.4. <u>Subcontractors</u>. Contractor will advise each subcontractor of County's rights, and the subcontractor's obligations, under this Section 29.0 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."

#### 30.0 REMEDIES

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

#### 31.0 SEVERABILITY

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

## 32.0 NO THIRD PARTY BENEFICIARIES

Nothing in the provisions of this Contract is intended to create duties or obligations to or rights in third parties not parties to this Contract or affect the legal liability of either party to the Contract by imposing any standard of care different from the standard of care imposed by law.

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## 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 Contract will affect or modify any of the terms or obligations contained in any documents comprising this Contract. 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 Contract on the date written below.

PIMA COUNTY	CONTRACTOR
Chairman, Board of Supervisors	Authorized Officer Signature
Date	Please print name
ATTEST	Monage Anodor
Clerk, Board of Supervisors	$\frac{12/31/2018}{\text{Date}}$

APPROVED AS TO CONTENT:

Director

Pima County Community Services,

**Employment & Training** 

APPROVED AS TO FORM:

Karen S. Friar, Deputy County Attorney

#### **SCOPE OF WORK**

- 1.0 PROGRAM OVERVIEW. Pursuant to the Workforce Innovation and Opportunity Act ("WIOA"), the Pima County Workforce Investment Board ("WIB") developed and adopted Career Pathways guidelines for the ARIZONA@WORK Pima County One-Stop System. Under Career Pathways, County will produce a comprehensive Resource Guide to promote career choice, career advancement and sustainable earning levels for Pima County workers and job seekers.
- 2.0 PROGRAM ACTIVITIES Contractor will:
- 2.1. Complete a Pima County Career Pathways Analysis. The analysis must include, but is not limited to:
  - 2.1.1. A comprehensive look at Career Technical Education ("CTE") programs offered in K-12 schools and degrees and certificates offered by public and private post-secondary institutions located in Pima County.
  - 2.1.2. An Eligible Training Provider List ("ETPL") for WIOA-funded training programs located in Pima County. The ETPL must be include the following categories:
    - 2.1.2.1. Entry-level competencies; and
    - 2.1.2.2. Advanced competencies.
  - 2.1.3. A comprehensive assessment of current training providers (including those on ETPL), Adult Education Providers, Higher Education, K-12 Education, and other local training options available to Pima County residents.
  - 2.1.4. The career education and training programs provided by the One-Stop Partners set forth in **Exhibit D**.
  - 2.1.5. Pima County One-Stop employability skills workshops.
  - 2.1.6. Other local employability skills programs and courses.
  - 2.1.7. Identify gaps and overlap in training services for the WIB's eighty two (82) target occupations set forth in **Exhibit B**.
- 2.2. Create The Pima County Career Pathways Resource Guide ("the Guidebook"), a detailed catalog of education and training opportunities available in Pima County. The Guidebook will focus on the WIB's eighty two (82) target occupations ("WIB Occupations") set forth in Exhibit B. The Guidebook must:
  - 2.2.1. Describe training programs that correspond to each WIB Occupation.
  - 2.2.2. Provide information on Career Pathways that target at least the four levels of skill development set forth in **Exhibit C**;
  - 2.2.3. Include Career Pathway Plans for the WIB Occupations.
  - 2.2.4. Identify WIB Occupations for which no local training exists;
  - 2.2.5. Identify online or distance learning training programs that are locally based and will provide local technical and program support to enrolled participants;
  - 2.2.6. Be suitable for access, reference, and use by both workforce development professionals and the community at large.
  - 2.2.7. Include the career education and training programs provided by the One-Stop Partners set forth in **Exhibit D**.
  - 2.2.8. Be available in an online format that may be distributed electronically and in a print format.
  - 2.2.9. Include the following:

- 2.2.9.1. Executive Summary;
- 2.2.9.2. Methodologies; and
- 2.2.9.3. Key Findings.

## 3.0 BUDGET AND TIMELINE

- 3.1. Contractor will provide the following reports and items on or before the date set forth in paragraph 3.3 below.
- 3.2. All products will be submitted via e-mail to:
  - Arnold Palacios, Director, Pima County Community Services, Employment and Training Department, at <a href="mailto:Arnold.Palacios@pima.gov">Arnold.Palacios@pima.gov</a>
- 3.3. Contractor will be paid the amounts set forth below upon satisfactory completion and submission of the report or item:

Task per RFP response	Report/Item	Due Date	Amount Allocated*
1	Analysis Progress Update	02/14/19	\$4,900.00
2	Draft Analysis Results	03/07/19	\$3,900.00
3	Final Analysis Results	03/14/19	\$2,200.00
4	Resource Guide Progress Update	04/04/19	\$3,900.00
5	Draft Resource Guide	04/11/19	\$2,900.00
(0) 4	Final Resource Guide	04/18/19	\$2,200.00
		TOTAL	\$ 20,000.00

<sup>\*</sup> Allocations are for the period January 1, 2019 through June 30, 2019.

## **END OF EXHIBIT A**

## CAREER PATHWAYS FRAMEWORK TARGET OCCUPATIONS

## 1. Healthcare, Health Sciences

Registered Nurses

Licensed Practical and Licensed Vocational Nurses

Medical Records and Health Information Technicians

Pharmacy Technicians

**Dental Hygienists** 

Medical and Clinical Laboratory Technicians

**Emergency Medical Technicians and Paramedics** 

Radiologic Technologists

**Respiratory Therapists** 

Surgical Technologists

**Dental Assistants** 

Medical Assistants

**Medical Secretaries** 

Home Health Aides

**Nursing Assistants** 

Physical Therapist Assistants

Medical Equipment Preparers

## 2. Business Management, Operations, Support

Managers, All

Property, Real Estate, and Community Association Managers

Business Operations Specialists, All

Computer User Support Specialists

Computer Network Support Specialists

Computer Systems Analysts

**Information Security Analysts** 

Network & Computer Systems Administrators

**Computer Programmers** 

Web Developers

Claims Adjusters, Examiners, and Investigators

Customer Service Representatives

First-Line Supervisors of Office and Administrative Support Workers

Bill and Account Collectors

Billing and Posting Clerks

Accountants

Bookkeeping, Accounting, and Auditing Clerks

Secretaries and Administrative Assistants

Insurance Claims and Policy Processing Clerks

Payroll and Timekeeping Clerks

Paralegals and Legal Assistants

## 3. Aerospace-Defense, Production, Security

Team Assemblers

**Machinists** 

First-Line Supervisors of Production and Operating Workers

Welders, Cutters, Solderers, and Brazers

Inspectors, Testers, Sorters, Samplers, and Weighers

Structural Metal Fabricators and Fitters

Computer-Controlled Machine Tool Operators, Metal and Plastic

CNC Machine Tool Programmers, Metal and Plastic

Aircraft Mechanics and Service Technicians

**Avionics Technicians** 

Electrical and Electronics Engineering Technicians

Electro-Mechanical Technicians

**Industrial Engineering Technicians** 

Law Enforcement Workers

# 4. Infrastructure, Construction, Building/Grounds Maintenance, Installation, Repair

First-Line Supervisors of Construction Trades and Extraction Workers

Carpenters

Cement Masons and Concrete Finishers

Operating Engineers and Other Construction Equipment Operators

Drywall and Ceiling Tile Installers

Electricians

Painters, Construction and Maintenance

Plumbers, Pipefitters, and Steamfitters

First-Line Supervisors of Mechanics, Installers, and Repairers

Automotive Service Technicians and Mechanics

Mobile Heavy Equipment Mechanics, Except Engines

Heating, Air Conditioning, and Refrigeration Mechanics and Installers

**Industrial Machinery Mechanics** 

Maintenance and Repair Workers, General

Helpers--Installation, Maintenance, and Repair Workers

Water and Wastewater Treatment Plant and System Operators

**Construction Laborers** 

## 5. Logistics, Transportation, Material Handling

Dispatchers, Except Police, Fire, and Ambulance

Purchasing Agents, Except Wholesale, Retail, and Farm Products

Shipping, Receiving, and Traffic Clerks

Production, Planning, and Expediting Clerks

First-Line Supervisors of Helpers, Laborers, and Material Movers, Hand

Laborers and Freight, Stock and Material Movers, Hand

Stock Clerks and Order Fillers

First-Line Supervisors of Transportation and Material-Moving Machine and Vehicle Operators

Commercial Pilots

Bus Drivers, Transit and Intercity

Heavy and Tractor-Trailer Truck Drivers

Light Truck or Delivery Services Drivers

Bus and Truck Mechanics and Diesel Engine Specialists

#### END OF EXHIBIT B

## CAREER PATHWAYS FRAMEWORK LEVELS

- 1. <u>Basic employment skills are the foundation</u> for all career pathways. Industry leaders across different sectors and parts of the country have identified these as interpersonal skills, integrity, professionalism, initiative, dependability, adaptability, and teamwork.
- 2. <u>Core academic skills</u> include math, reading, technology and problem-solving skills that are valued by local employers across diverse industries.
- 3. Entry-level competencies include occupation-specific technical requirements for entry-level jobs that generally pay less than the median level but require general skills for that industry, such as safety protocols or medical terminology. Training for entry-level competencies can usually be completed in one or two semesters by a person with core academic skills.
- 4. <u>Advanced competencies</u> equate to completion of an associate's degree or journeyman level in a skilled trade. A majority of jobs at or above the median earning level require this level of education and training or higher. The median earning level in Pima County is currently just under \$34,000 per year. Training opportunities may also include Bachelor's degrees for those participants who, at time of enrollment in WIOA are within one year of degree completion.

END OF EXHIBIT C

# **EXHIBIT D**

# WIOA One-Stop Partners and Administering Entities

WIOA One-Stop Partner	Administering Entities and Point of Contact Name, Title, Address, Telephone, Email
Adult, Dislocated Worker (DW), and Youth Programs under Title I-B of WIOA	Arnold Palacios, Director Pima County Community Services, Employment and Training Department (CSET) 2797 E. Ajo Way, Tucson, AZ 85713 520-724-6742 Arnold.Palacios@pima.gov
Job Corps under Title I of WIOA	Brad McCormick, Center Director Fred G. Acosta Job Corps Center 901 S. Campbell Avenue, Tucson, AZ 85719 520-792-3015 McCormick.Brad@jobcorps.org
YouthBuild under Title I of WIOA	Kari Hogan, Chief Administrative Officer Portable, Practical Educational Preparation, Inc. (PPEP, Inc.) 802 E. 46th Street, Tucson, AZ 85713 520-770-2500 KHogan@ppep.org
Indian and Native American Programs (INAP) under Title I of WIOA	Jacob Bernal, Executive Director Tucson Indian Center 160 N. Stone Avenue, Tucson, Arizona 85701 P. O. Box 2307, Tucson, AZ 85701 520-884-7131, x212 JBernal@ticenter.org
Migrant and Seasonal Farmworker Programs (MSFW) under Title I of WIOA	Kari Hogan, Chief Administrative Officer PPEP, Inc. 802 E. 46th Street, Tucson, AZ 85713 520-770-2500 KHogan@ppep.org
Adult Education and Family Literacy Act programs under Title II of WIOA	Regina Suitt, Vice President, Adult Basic Education for College and Career (ABECC) Pima Community College, ABECC 401 N. Bonita Avenue, Tucson, AZ 85709 (520) 206-6500 RSuitt@pima.edu
Adult Education and Family Literacy Act programs under Title II of WIOA	Julie Neff-Encinas, Probation Education Program Coordinator Arizona Superior Court of Pima County, Pima County Adult Probation, Downtown Office 1st Flr., 150 W. Congress Street, Tucson, AZ 85701 (520) 724-5434 JNeff-Encinas@sc.pima.gov

Reemployment Service Administration Suite 420, 400 W. Congress Street Tucson, AZ 85701
(520) 330-0446 <u>MSopher@azdes.gov</u>
Mary K. Boegemann, Region II Program Manager Arizona D.E.S., Rehabilitation Services Admin. Suite 420, 400 W. Congress Street Tucson, AZ 85701 (520) 209-1049 MBoegemann@azdes.gov
Arnold Palacios, Director Pima County CSET 2797 E. Ajo Way, Tucson, AZ 85713 (520) 724-6742 Arnold Palacios@pima.gov
Ariana Blancharte, ANPPM-NAHE Arizona, Project Ayuda Coordinator Asociación Nacional Pro Personas Mayors (ANPPM) - NAHE Arizona and Arizona Project Ayuda - SCSEP Suite 801, 3690 S. Park Avenue Tucson, AZ 85713-5069 (520) 207-0053 anppmaz@aol.com
Lee D. Lambert, J.D., Chancellor Pima Community College 4905C E. Broadway Boulevard Tucson, AZ 85709-1005 (520) 206-4747 LLambert@pima.edu
Daniel P. Sullivan, Program Manager Sullivan Jackson Employment Center 400 E. 26 <sup>th</sup> Street, Tucson, AZ 85713 (520) 724-7309 Daniel.sullivan@pima.gov

# **END OF EXHIBIT D**