



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: June 18, 2019

*** = Mandatory, information must be provided**

or Procurement Director Award ☐

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

Pima County Community College District

***Project Title/Description:**

Workforce Development Services - Workforce development services for youth and adults in Pima County. The contract can be found in OnBase by searching Contracts 19*437 in Doc_ID_AMS.

***Purpose:**

Pima County Community College District will provide workforce development, educational assessment and student services, and high school equivalence testing to adults, dislocated workers, and youth under the Workforce Innovation and Opportunity Act (WIOA).

Attachment: Contract Number CT-CS-19-437

***Procurement Method:**

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

***Program Goals/Predicted Outcomes:**

The program's goal is to prepare job seekers for current and projected demand occupations that offer wages that allow self-sufficiency or that have a clear career path leading to self-sufficiency.

***Public Benefit:**

This program 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:**

Student progress reports, financial aid reports, and report listing job seekers who have earned a college degree or certificate.

***Retroactive:**

No.

To: COB. 5-30-19
Ver. - 1
Pgs - 22
(2)

Procure Dept 05/29/19 PM04:01

Contract / Award Information

Document Type: CT Department Code: CS Contract Number (i.e., 15-123): 19-437
Effective Date: 7/1/19 Termination Date: 6/30/20 Prior Contract Number (Synergen/CMS): _____
☒ Expense Amount: \$* 956,526.00 ☐ Revenue Amount: \$ _____

***Funding Source(s) required:** U.S. Department of Labor (DOL) - Workforce Innovation and Opportunity Act (WIOA)

Funding from General Fund? ☒ Yes ☐ No If Yes \$ 50,720.00 % _____

Contract is fully or partially funded with Federal Funds? ☒ Yes ☐ No

If Yes, is the Contract to a vendor or subrecipient? Subrecipient

Were 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 Hart

Department: Community Services Telephone: 724-5723

Department Director Signature/Date: [Signature] 5-23-19

Deputy County Administrator Signature/Date: [Signature] 5/29/2019

County Administrator Signature/Date: [Signature] 5/29/19
(Required for Board Agenda/Addendum Items)

Intergovernmental Agreement (IGA) Between Pima County Community Services, Employment and Training Department and Pima Community College District

Project: Workforce Development Education

College: Pima County Community College District
Pima Community College
4905 E. Broadway Blvd.
Tucson, AZ 85709-1145

Amount: \$956,526.00

Contract No.: CT-CS-19*437

Funding: U.S. Department of Labor/Arizona Department of Economic Security

DUNS No.: 068414630		SAM Registration Date: 11/6/18	
Research or Development:		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Federal or State Contract No.:	DI19-002205	Award Date:	2019
Required Match:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Match Amount:	
Indirect Cost Rate:	<input checked="" type="checkbox"/> 40%	<input type="checkbox"/> NICR	<input type="checkbox"/> de minimis <input type="checkbox"/> None
Status of Contractor:	<input checked="" type="checkbox"/> College	<input type="checkbox"/> Contractor	

CFDA	Grant Program	National Funding	Pima County Award
17.258	U.S. Department of Labor ("DOL")/Arizona Department of Economic Security ("ADES") Workforce Innovation and Opportunity Act ("WIOA") - Adult	\$776,736,000.00	\$1,702,383.00
17.278	WIOA - Dislocated Worker	\$1,015,530,000.00	\$2,669,206.00
17.259	WIOA - Youth	\$831,842,000.00	\$1,947,861.00

This Intergovernmental Agreement, ("Agreement"), is entered into by and between Pima County, a body politic and corporate of the State of Arizona, ("County") and Pima County Community College District, a community college taxing district of the State of Arizona, ("College").

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, 2023.
- 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. The Pima County Board of Supervisors finds that it is in the best interests of the residents of Pima County for County and College to cooperate in the provision of workforce development services.

NOW THEREFORE, the parties agree as follows.

1.0 TERM AND EXTENSIONS

- 1.1. **Original Term.** This Agreement will commence on July 1, 2019 and will terminate on June 30, 2020 (the "Initial Term"). "Term," when used in this Agreement, means the Initial Term plus any exercised Extension Options.
- 1.2. **Extension Options.** County may renew this Agreement for up to four (4) additional periods of up to one (1) year each (each an "Extension Option"). An Extension Option will be effective only upon execution by the Parties of a formal written amendment.
- 1.3. The terms of this Agreement may be modified, amended, altered or extended only by a written amendment signed by the parties. Any amendments to the Agreement must be approved by the County before any services under the amendment commences.
- 1.4. Minor modifications may be made by written memorandum approved and signed by the Director of the Pima County Community Services, Employment and Training Department or designee. Minor modifications are changes in the scope, which do not change the specified purpose, outcomes or the total compensation provided through this Agreement and do not in any way increase the direct or indirect liability of the County under this Agreement.
- 1.5. Notwithstanding paragraphs 1.1 and 1.2 above, the term of this Agreement will survive and remain in effect during any period that College has control over grant funds, including program income.

2.0 SCOPE OF SERVICES

- 2.1 This Agreement establishes the terms under which the College will provide services in accordance with **Exhibit A**. All services shall comply with the requirements and specifications as called for in this Agreement. Pricing for services, detailed in **Exhibit A**, will be as follows:

Statement No.	Activity or Program	Amount Allocated (\$)
1	Workforce Development Education - Tuition and Fees	\$768,794.00
2	TABE Testing	\$12,000.00
3	High School Equivalency (HSE) Testing	\$52,800.00
4	Staff at County's ARIZONA@WORK	\$72,932.00
5	Grant Writing Partnership	-0-
6	Customized training development and delivery	\$50,000.00
TOTAL		\$956,526.00

- 2.2 Each party agrees to inform the other party of any code of conduct infractions of, or disciplinary actions taken against, a person that is enrolled in both Pima Community College and Pima County One Stop courses or programs. When the disciplining party deems it appropriate, input on the enrollee's behavior may be sought from the other party.

3.0 COMPENSATION AND PAYMENT

- 3.1 In consideration for services specified in **Exhibit A** of this Agreement, County agrees to pay College **up to \$956,526.00** ("the Maximum Allocated Amount").
- 3.2 Payment will be made from federal and state grants received ("the Awarding Agency"). Anticipated expenditures from each source are as follows:

Funding Source	Maximum Amount Allocated July 1, 2019 – June 30, 2020
DOL WIOA	\$905,806.00
Pima County General Funds	\$50,720.00
Anticipated Expenditure TOTAL	\$956,526.00

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 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.**

3.4 **College 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 be submitted to County by the 15th working day of each month for the previous month of services and must:

3.5.1 Reference this contract number.

3.5.2 Be approved and signed by both the person(s) that prepared the request and an authorized manager, supervisor or executive of College to insure proper internal financial controls.

3.5.3 Be for services and costs as identified in **Exhibit A**.

3.5.4 Include the amount of:

3.5.4.1 WIOA accrued expenditures, if any;

3.5.4.2 Program Income, as defined by the federal awarding agency; and

3.5.4.3 All other fiscal resources applied to expenses incurred in providing services under this Agreement.

3.5.5 Be accompanied by documentation which must include, but is not limited to:

3.5.5.1 A summary report of monthly expenditures by expense categories as shown in approved budget in **Exhibit A** of this Agreement.

3.5.5.2 Copies of invoices, receipts or checks (front and back) to support all purchases of goods or services.

3.5.5.3 If reimbursement is authorized for travel, detailed travel reports to support all travel expenses.

3.5.5.4 Any other documentation requested by County.

3.5.6 If reimbursement is authorized for personnel costs, be accompanied, at a minimum, by the following documentation for each pay period:

3.5.6.1 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 the days, hours per day and total hours worked on the grant(s); and

3.5.6.2 Accounting system report(s) specifying rate of pay and costs of employer paid benefits.

3.6 If College is required to provide matching funds under the terms of the Awarding Agency, College must also provide the documentation described in Paragraph 3.5 for the matching funds.

3.7 **College must utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.** College may not bill the County for costs which are paid by another source. College 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 College within thirty (30) days from the date invoice is received. College should budget cash needs accordingly.
- 3.9. Changes between budget line items. 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:
- 3.9.1. The change may not increase or decrease the maximum allocated amount.
 - 3.9.2. Agency 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:
 - 3.9.2.1. The reason the change is necessary; and
 - 3.9.2.2. How the specified purpose, program(s), metrics, or outcomes set forth in this Agreement will continue to be met, despite the requested change.
 - 3.9.3. 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 Agency prior to approval of the written request for a budget line item change.
 - 3.9.4. **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.**
- 3.10. Any change that increases or decreases the maximum allocated 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.**
- 3.11. Goods and services provided in excess of the budgeted line item or the maximum allocated amount without prior authorization as set forth in paragraphs 3.9 and 3.10 above will be at Awardees's own risk.
- 3.12. Program Income: Awardee must comply with all provisions of the federal awarding agency regarding Program Income.
- 3.13. **No payments will be made to College, until all of the following conditions are met:**
- 3.13.1 College has completed and submitted a W-9 Taxpayer Identification Number form;
 - 3.13.2 College has registered as a Pima County Vendor through the Pima County Procurement website;
 - 3.13.3 This Agreement is fully executed; and
 - 3.13.4 Adequate and accurate documentation is provided with each request for payment or invoice.
- 3.14. **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.
- 3.15. **County may, at its sole discretion:**
- 3.15.1 Determine the acceptability and progress of work performed and determine the resulting entitlement to payment of each request for reimbursement.
 - 3.15.2 Liquidate funds available under this Agreement for costs incurred by County on behalf of College.
 - 3.15.3 **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.

- 3.16 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.
- 3.17 Disallowed Charges or Cost principles will be as follows:
- 3.17.1 Pursuant to 2 CFR §2900.4, the cost principles set forth in 2 CFR part 200, Subpart E, as supplemented by 2 CFR part 2900, and as may be further modified by amendments and additions, will be used to determine whether reimbursement of an incurred cost will be reimbursed under this Agreement.
- 3.17.2 Those costs which are specifically defined as unallowable therein cannot be submitted for reimbursement by the College and will not be reimbursed.
- 3.17.3 **College 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.**
- 3.18 For the period of record retention required under Section 19.0 – 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 College 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, College 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

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

6.0 INDEMNIFICATION

- 6.1 Each party (as Indemnitor) agrees to indemnify, defend and hold harmless the other party (as Indemnitee) from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the Indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, agents, employees, or volunteers.
- 6.2 Awardee warrants that services provided under this Agreement are non-infringing. Awardee will indemnify, defend and hold County harmless from any claim of infringement arising from services provided under this Agreement or from the provision, license, transfer or use for their intended purpose of any products provided under this Agreement.

7.0 LAWS AND REGULATIONS

- 7.1 Compliance with Laws; Changes. College certifies that in carrying out its obligations pursuant to this agreement, it 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. College 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. College warrants that funds provided or 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 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 Compliance with Federal Law, Rules and Regulations. College certifies that in carrying out its obligations pursuant to this agreement, laws, regulations, requirements and special provisions, including but not limited to:
- 7.5.1 Arizona Department of Economic Security Special Terms and Conditions;
 - 7.5.2 OMB Circular A-21, Cost Principles for Institutions of Higher Education;
 - 7.5.3 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;
 - 7.5.4 Copeland Anti-Kick Back Act (18 USC § 874 *et seq.*);
 - 7.5.5 Arizona Address Confidentiality Program (A.R.S. § 41-161 *et seq.*);
 - 7.5.6 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;
 - 7.5.7 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);
 - 7.5.8 Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871);
 - 7.5.9 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);
 - 7.5.10 Child Labor Laws (A.R.S. §23-230 *et seq.*);
 - 7.5.11 Debarment and Suspension (29 CFR Part 98 and Executive Order 12549);
 - 7.5.12 Drug-Free Workplace (U.S.C. 702 *et seq.* and 2 CFR 182);
 - 7.5.13 Environmental Tobacco Smoke (Pub. L. 103-227, Part C);
 - 7.5.14 Workforce Innovation and Opportunity Act, Pub.L.113-128; and
 - 7.5.15 All rules and regulations applicable to the Acts set forth above.
- 7.6 Cooperation. College 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 College is an independent contractor. Neither College nor any of College'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 College is responsible for paying all federal, state and local taxes on the compensation by College under this Agreement and will indemnify and hold County harmless from any and all liability which County may incur because of College's failure to pay such taxes.
- 8.3 College will be solely responsible for its program development, operation, and performance.

9.0 SUBCONTRACTOR

- 9.1 Except as provided in paragraph 8.2, College will not enter into any subcontracts for any services to be performed under this Agreement without County's prior written approval of the subcontract. College 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 College's performance under this Agreement.
- 9.3 College will be 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 the College is responsible for the acts and omissions of persons directly employed by it. Nothing in this contract will create 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 College must include the provision set forth in Section 3.0 in all contracts between College and its subcontractors providing goods or services pursuant to this Agreement. College 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

College 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 College 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, College 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.
- 11.3 Unless exempt under federal law, College will comply with:
 - 11.3.1 Titles VI and VII of the Civil Rights Act of 1964 as amended;
 - 11.3.2 The Age Discrimination in Employment Act;
 - 11.3.3 Section 504 of the Rehabilitation Act of 1973, as amended; and
 - 11.3.4 The requirements of the Fair Labor Standards Act of 1938, as amended.

12.0 AMERICANS WITH DISABILITIES ACT

College 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 College is carrying out a government program or services on behalf of County, then College 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

College 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 College 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 on one or more instances upon the full and complete performance of any of the terms or conditions of this Agreement to be performed on the part of the other, or to take any action permitted as a result thereof, will not be construed as 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 will not be construed as 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 College agrees to comply with all applicable conflict of interest provisions contained in Federal laws and regulations that govern the Awarding Agency including 24 CFR 84.42 and 570.611.

16.0 TERMINATION/SUSPENSION

- 16.1 Without Cause: County may terminate this Agreement at any time, without cause, by serving a written notice upon College at least thirty (30) days before the effective date of the termination. In the event of such termination, the County's only obligation to College will be payment for services rendered prior to the date of termination.
- 16.2 With Cause: County or College may terminate this Agreement at any time without advance notice and without further obligation if either Party is in default of any provision of this Agreement.
- 16.3 Insufficient Funds: Notwithstanding Paragraphs 15.1 and 15.2 above, if any state or federal grant monies used for payment or 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 College for more than the reduced amount. In the event of a termination under this paragraph, County's only obligation to College 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, this Agreement may be terminated if for any reason, there are not sufficient appropriated and available monies for the purpose of maintaining County or other public entity obligations under this Agreement. In the event of such termination, County will have no further obligation to College, other than for services rendered prior to termination.
- 16.5 Suspension: County reserves the right to suspend College's performance and payments under this Agreement immediately upon notice delivered to College's designated agent in order to investigate

College's activities and compliance with this Agreement. In the event of an investigation by County, College 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, College will be notified in writing that the Agreement will be immediately terminated or that performance may be resumed.

17.0 NOTICE

17.1 District must 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 must be served by delivery or by certified mail upon the other party as follows:

County:

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

District:

Community Services Department
Pima Community College, Community Campus
401 North Bonita Avenue
Tucson, AZ 85709

18.0 AUDIT REQUIREMENTS

18.1 College will:

18.1.1 Comply with the applicable provisions of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR Part 200).

18.1.2 **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.

18.1.3 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.

18.1.4 Ensure that all accounting records meet the requirements of the Federal, State, County, and generally accepted accounting principles laws and regulations.

18.1.5 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.

18.1.6 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 17.0, unless a different time is specified by County. The audit submitted must include College responses, if any, concerning any audit findings.

18.1.7 Pay all costs for any audit required or requested pursuant to this Section 17.0, unless the cost is allowable for payment with the grant funds provided pursuant to this Agreement under the appropriate federal or state grant law and the cost was specifically included in the College grant budget approved by County.

18.2 College status:

18.2.1 If College is a "nonprofit corporation" that meets the definition of "corporation" in A.R.S. §10-3140, College will comply with the applicable audit requirements set forth in A.R.S. §11-624, "Audit of Non-Profit Corporations Receiving County Monies."

18.2.2 If College meets or exceeds the single audit threshold set forth in 2 CFR Part 200, College 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 College's fiscal year.

18.3 College must timely submit the required or requested audit(s) to:

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

19.0 BOOKS AND RECORDS

19.1 College must keep and maintain proper and complete books, records and accounts, which must be open at all reasonable times for inspection and audit by duly authorized representatives of County.

19.2 College must retain all records relating to this agreement at least five (5) years after College submits its single or last expenditure report or until completion of any action and resolution of all issues which arise from any related litigation, claim, negotiations, audit or other action involving the records that was started before the expiration of the 5-year period, whichever is later.

20.0 COPYRIGHT

Neither, College nor its officers, agents or employees will copyright any materials or products developed through contracted services provided or contracted 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.

21.0 PROPERTY OF THE COUNTY

21.1 College is not the agent of County for any purpose and will not purchase any materials, equipment or supplies on the credit of the County.

21.2 Any materials, including reports, computer programs and other deliverables, created under this Agreement are the sole property of the County. College is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. College will not use or release these materials without the prior written consent of the County.

22.0 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.

23.0 COORDINATION

23.1 **On matters relating to the programmatic scope of this Agreement, the County point of contact shall be the Director of CSET and the College point of contact shall be the Vice President of Workforce Development or Vice President of Adult Education for College and Career, as appropriate.**

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

Adult Workforce Development Services: Peggy Castano, 724-6706, Peggy.Castano@pima.gov.

Dislocated Worker Workforce Development Services: Michael Gates, 724-5063,
Michael.Gates@pima.gov.

Youth Workforce Development Services: Daphanie Conner, 724-5724, Daphanie.Conner@pima.gov.

24.0 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 College'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 College's performance and College's compliance with this Agreement. This provision must be included in all contracts between College and its subcontractors providing goods or services pursuant to this Agreement. College 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.

25.0 PUBLIC INFORMATION

25.1 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.

25.2 Records Marked Confidential; Notice and Protective Order.

25.2.1 If College reasonably believes that some of the records described in paragraph 24.1 above contain proprietary, trade-secret or otherwise-confidential information, College must prominently mark those records "CONFIDENTIAL."

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

25.2.3 County will release the records ten (10) business days after the date of that notice provided pursuant to paragraph 24.2.2, unless College has, within that period, secured an appropriate order from a court of competent jurisdiction, enjoining the release of the records.

25.2.4 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.

26.0 ELIGIBILITY FOR PUBLIC BENEFITS

College 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.

27.0 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.

28.0 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.

29.0 NO JOINT VENTURE

It is not intended by this Agreement to, and nothing contained in this Agreement shall be construed to, create any partnership, joint venture or employment relationship between the parties or create any employer-employee relationship between College and any County employees, or between College and any County employees. Neither party shall be liable for any debts, accounts, obligations or other liabilities whatsoever of

the other, including (without limitation) the other party's obligation to withhold Social Security and income taxes for itself or any of its employees.

30.0 NO THIRD PARTY BENEFICIARIES

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

31.0 LEGAL ARIZONA WORKERS ACT COMPLIANCE

- 31.1 Compliance with Immigration Laws. College hereby warrants that it will at all times during the term of this Agreement comply with all federal immigration laws applicable to College's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). College will further ensure that each subcontractor who performs any work for College under this agreement likewise complies with the State and Federal Immigration Laws.
- 31.2 Books and Records. County has the right at any time to inspect the books and records of College and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.
- 31.3 Remedies for Breach of Warranty. Any breach of College's, or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this Section 31.0, is a material breach of this Agreement subjecting College 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, College 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 College.
- 31.4 Subcontractors. College will advise each subcontractor of County's rights, and the subcontractor's obligations, under this Section 31.0 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."

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32.0 ENTIRE AGREEMENT

- 32.1 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.
- 32.2 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.

THIS AGREEMENT MAY BE EXECUTED IN COUNTERPARTS, each of which, when taken together, will constitute one original contract.

IN WITNESS THEREOF, the parties execute this Agreement:

PIMA COUNTY

PIMA COUNTY COLLEGE DISTRICT

Chairman, Board of Supervisors

Chancellor

Date

Date

ATTEST

Clerk, Board of Supervisors

APPROVED AS TO CONTENT



Director
Community Services, Employment
& Training

The foregoing Intergovernmental Agreement between Pima County and Pima County Community College District has been reviewed pursuant to A.R.S. §11-952 by the undersigned Deputy County Attorney and the Attorney for Pima County Community College District, who have determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to those parties to the Agreement represented by Pima County and the Pima County Community College District.

PIMA COUNTY

PIMA COMMUNITY COLLEGE DISTRICT



Karen S. Friar, Deputy County Attorney

Pima County Community College District
Legal Counsel

SCOPE OF WORK

WORK STATEMENT NO. 1 – WORKFORCE DEVELOPMENT EDUCATION – TUITION AND FEES**1.0 PROGRAM OVERVIEW.**

- 1.1. County will refer eligible ARIZONA@WORK (or its successor program) enrolled participants (“job seekers”) to College for quality training in demand-industry sectors. Training will lead to the attainment of industry-recognized credentials, a college degree or enhanced skills.
- 1.2. College will accept County vouchers for tuition and/or fees, based on the funding source and job seeker’s employment plan, for services. Tuition and fees charged may not exceed standard “shelf” rates.
- 1.3. College services will include, but are not limited to:
 - 1.3.1. College-credit classes and programs;
 - 1.3.2. Non-credit classes; and
 - 1.3.3. Clock hour career-training programs.

2.0 PROGRAM GOALS.

- 2.1. Prepare job seekers for current and projected in-demand occupations that offer self-sufficient wages or for occupations that have a clear career path leading to self-sufficiency.
- 2.2. Help job seekers attain industry-recognized credentials that will increase competitiveness and earning power in the labor market.
- 2.3. Assist in the economic development of Pima County by helping to develop a trained, productive labor force that meets employers’ needs.
- 2.4. Coordinate workforce efforts of County, mandated partners and other colleges by providing employment and training services authorized under WIOA and other funding sources administered.
- 2.5. Participate in regional workforce activities with Southern Arizona County ARIZONA@WORK Systems, Economic Development agencies, Community Colleges, and Arizona’s University system.

3.0 PROGRAM ACTIVITIES – COLLEGE – College will:

- 3.1. Maintain an Internet site where job seekers can register for courses and training.
- 3.2. Obtain approval for all technical education programs for industry-recognized credentials College wishes to offer. Approved programs will be included on the Eligible Training Provider List (“ETPL”) of Arizona Job Connection.
- 3.3. Maintain and timely update information available to job seekers regarding College’s offerings on ETPL.
- 3.4. Accept referred, eligible, qualified job seekers into College’s degree track, certificate programs, and training to enhance job skill levels.
- 3.5. Accept, in lieu of tuition, a voucher from an authorized representative of County to cover tuition, costs and/or fees for the referred job seekers.
- 3.6. Provide job seekers with information about all available student services to ensure successful College achievement.
- 3.7. Maintain accurate and up-to-date records of the progress of all ARIZONA@WORK job seekers.
- 3.8. Notify ARIZONA@WORK when a job seeker receives or is eligible to receive a certificate and/or degree.

4.0 PROGRAM ACTIVITIES – COUNTY – County will:

- 4.1. Determine program and funding eligibility of ARIZONA@WORK job seekers prior to referral to College.
- 4.2. Determine the available and appropriate funding source for each job seeker.
- 4.3. Obtain informed consent of each job seeker in order to allow College to share information protected under Family Educational Rights and Privacy Act (FERPA).
- 4.4. Provide College with a list of the ARIZONA@WORK representatives who are authorized to approve vouchers.

5.0 PROGRAM LOCATION. Various Pima Community College (PCC) Campuses and affiliated sites, including ARIZONA@WORK Sites.

6.0 TARGET POPULATION. ARIZONA@WORK job seekers eligible to receive a voucher for services provided pursuant to this Work Statement.

7.0 OUTPUTS/NUMBERS. College will serve all ARIZONA@WORK job seekers referred by County.

8.0 OUTCOMES. At least eighty percent (80%) of the ARIZONA@WORK job seekers enrolled in coursework will complete the coursework.

9.0 BUDGET.

9.1. Total payment, in the form of tuition and/or fee vouchers, for this Work Statement No. 1 will not exceed **\$768,794.00**.

9.2. Projected 2019-2020 expenditures by Funding Source:

WIOA Adult	WIOA Dislocated Worker	WIOA Youth	Pima County General Funds	TOTAL
\$577,967.00	\$42,965.00	\$147,862.00	-0-	\$768,794.00

9.3. College will be paid on a **Unit Cost** basis for tuition and/or fees per published or agreed upon reduced prices.

9.4. Invoices for each job seeker must specify the:

- 9.4.1. Job seeker and associated voucher number;
- 9.4.2. Course/program and duration;
- 9.4.3. Funding source;
- 9.4.4. Financial aid utilized from all sources; and
- 9.4.5. Amount of reimbursement sought by College.

10.0 REPORTING. College will:

- 10.1. Provide mid-semester and end-of-semester student progress reports to appropriate ARIZONA@WORK staff.
- 10.2. Provide ARIZONA@WORK with financial aid reports by student in each billing cycle.
- 10.3. Within thirty (30) days from the end each semester, provide ARIZONA@WORK with a report of County-sponsored job seekers who have earned college degrees and certificates each semester.

WORK STATEMENT NO. 2 – STANDARDIZED EDUCATIONAL ASSESSMENT AND STUDENT SERVICES SUPPORT STAFF LOCATED AT ARIZONA@WORK

- 1.0 PROGRAM OVERVIEW.** Provide Test of Adult Basic Education 11/12 computer-based assessment (“TABE”) to evaluate and assess job seekers’ academic strengths and weaknesses. The TABE is a standardized and nationally normed assessment to help determine job seeker’s educational levels and is accepted both at the federal and state level.
- 2.0 PROGRAM GOALS.** Provide academic assessment services and professional development training services to support each job seeker’s unique needs.
- 3.0 PROGRAM ACTIVITIES** – Based upon available County and College funding and mutual agreement between County and College, standardized educational assessment and student services will be provided as follows:
- 3.1. County will provide testing lab facilities at two County designated locations.
- 3.2. When possible, County will provide College with three (3) days’ notice that a requested assessment session is to be cancelled due to low enrollment.
- 3.3. College will administer the Locator and appropriate sections of the TABE for Reading, Math Comprehension, Applied Math and Language, to identified job seekers in County’s comprehensive ARIZONA@WORK locations.
- 3.4. College will provide annual professional development to ARIZONA@WORK Workforce Specialist PCC.
- 3.5. College staff will provide Workforce Development Services training on best practice analyzing and interpreting TABE results for job seekers.
- 3.6. College will provide a Student Support Specialist to administer the test, counsel test takers on the results, enter the testing information into a shared system, train staff and, pursuant to Section 7.0 below, report on results.
- 4.0 PROGRAM LOCATION.** Two ARIZONA@WORK location(s). Additional locations may be arranged depending on Student Support Specialist availability and potential additional funding.
- 5.0 TARGET POPULATION.** ARIZONA@WORK job seekers applying for WIOA Title I career services or training services.

6.0 BUDGET.

- 6.1. Projected 2019-2020 expenditures by Funding Source:

WIOA Adult	WIOA Dislocated Worker	WIOA Youth	Pima County General Funds	TOTAL
\$4,080.00	\$4,080.00	\$3,120.00	\$720.00	\$12,000.00

- 6.2. Cost for activity:

ACTIVITY	AMOUNT PAID BY COUNTY	TOTAL ALLOCATED
TABE administration	\$2.00 per test x 6,000 tests	\$12,000.00
Assessment by College staff	-0-	-0-
TOTAL		\$12,000.00

Total payments for Work Statement No. 2 will not exceed \$12,000.00

- 7.0 REPORTING.** Based on Release Form signed by the job seeker, College will provide County with testing results of each ARIZONA@WORK job seeker. Results will be released in accordance with applicable confidentiality laws and regulations.

WORK STATEMENT NO. 3 – HIGH SCHOOL EQUIVALENCY (“HSE”) TESTING

- 1.0 PROGRAM GOALS.** Provide job seekers with quick access to HSE testing (“GED/HSE”).
- 2.0 PROGRAM ACTIVITIES – COLLEGE** – College will:
- 2.1 Administer the “GED/HSE” test to job seekers referred by County. Test will be administered on the PCC Downtown Campus when requested by County. Up to fifteen (15) students will be accommodated in each testing session. Test administration will include:
- 2.1.1. All necessary supplies;
- 2.1.2. An examiner to administer and monitor the test; and
- 2.1.3. Determination of test results.
- 2.2 For each job seeker referred by County, accept a County voucher as payment for test administration. Each voucher must include:
- 2.2.1. Job seeker’s name;
- 2.2.2. Funding source;
- 2.2.3. Case manager’s name;
- 2.2.4. Testing date(s);
- 2.2.5. Subjects to be tested; and
- 2.2.6. Authorized cost.
- 2.3 Upon written request from County, reserve a facility for group testing and provide County with a date and time for testing. Each job seeker in the group must have a voucher that meets the criteria set forth in paragraph 2.2 above.
- 3.0 PROGRAM ACTIVITIES – COUNTY** – County will:
- 3.1. Determine eligibility and the funding source for each job seeker.
- 3.2. Authorize testing and provide the voucher described in paragraph 2.2 above.
- 3.3. Ensure that job seeker is registered on-line at <https://ged.com> prior to testing.
- 4.0 PROGRAM LOCATION.** Pima County Community College District – Downtown Campus and other authorized testing sites.
- 5.0 TARGET POPULATION.** ARIZONA@WORK referrals who lack a high school diploma or GED.
- 6.0 OUTPUTS/NUMBERS.** College will serve all ARIZONA@WORK job seekers referred by County.
- 7.0 OUTCOMES.** Administer GED/HSE testing for up to 300 job seekers.
- 8.0 BUDGET.**
- 8.1. Projected 2019-2020 expenditures by Funding Source:

WIOA Adult	WIOA Dislocated Worker	WIOA Youth	Pima County General Funds	TOTAL
\$3,000.00	\$3,000.00	\$46,800.00	-0-	\$52,800.00

8.2. Cost for Activity or Service

ACTIVITY OR SERVICE	RATE	MAXIMUM AUTHORIZED	TOTAL
Examiner when College conducts a group test <u>exclusively for County job seekers</u>	\$75.00 per hour	Eight (8) hours each month for twelve (12) months	\$ 7,200.00
Test Administration	\$35.00 per academic subject	300 job seekers x 4 subjects per job seeker	\$42,000.00
	\$15.00 per retest	60 job seekers	\$900.00
	\$9.00 Civics test	300 job seekers	\$2,700.00

Total payments for Work Statement No. 3 will not exceed \$52,800.00.

- 9.0 **REPORTING.** Upon request and job seeker authorization, College will provide the County a review of test results for each job seeker.

WORK STATEMENT NO. 4 – COLLEGE STUDENT SERVICES STAFF LOCATED AT ARIZONA@WORK

- 1.0 **PROGRAM OVERVIEW.** Staff to assist job seekers at ARIZONA@WORK location(s).
- 2.0 **PROGRAM GOALS.** Help ARIZONA@WORK adult job seekers access education programs and help ARIZONA@WORK youth job seekers link with appropriate occupational programs.
- 3.0 **PROGRAM ACTIVITIES – COLLEGE** – College will:
- 3.1 Provide qualified College employees for the following two (2) full-time positions, and one .6 FTE in-kind Student Service Specialist per IFA:
- 3.1.1. **Program Coordinator.** Duties will include, but are not limited to:
- 3.1.1.1. Providing comprehensive student services and serving as a resource for information about:
 - 3.1.1.1.1. Admission;
 - 3.1.1.1.2. Financial aid;
 - 3.1.1.1.3. Registration;
 - 3.1.1.1.4. Verifying degree plan or certificate for graduation;
 - 3.1.1.1.5. Processing book vouchers; and
 - 3.1.1.1.6. Identifying appropriate services for job seekers.
 - 3.1.1.2. Providing academic advising and career counseling.
 - 3.1.1.3. Develop and implement advisories and trainings for ARIZONA@WORK staff to include:
 - 3.1.1.3.1. Providing announcements on deadlines and program information; and
 - 3.1.1.3.2. Providing updates on degree, certificate and skills programs.

- 3.1.1.4. Maintain records system to include:
 - 3.1.1.4.1. Case notes;
 - 3.1.1.4.2. Verifying student registration;
 - 3.1.1.4.3. Required College forms;
 - 3.1.1.4.4. Mid-semester student progress reports;
 - 3.1.1.4.5. End-of-semester student degree audits;
 - 3.1.1.4.6. Notices and alerts of students at risk of losing financial aid due to absences;
 - 3.1.1.4.7. Job seeker academic progress;
 - 3.1.1.4.8. Review and process invoices; and
 - 3.1.1.4.9. Progress reports.
- 3.1.1.5. Act as liaison between County and College:
 - 3.1.1.5.1. Scheduling meetings with ARIZONA@WORK staff;
 - 3.1.1.5.2. Serving on boards and committees;
 - 3.1.1.5.3. Conducting presentations and workshops;
 - 3.1.1.5.4. Interacting with community non-profit and business organizations; and
 - 3.1.1.5.5. Communicating what resources need to be reallocated based on new priorities, new grants, or new funding streams.
- 3.1.2. Student Services Advanced Specialist. Duties will include, but are not limited to:
 - 3.1.2.1. Providing customer service activities and serving as a resource for information about:
 - 3.1.2.1.1. Admissions;
 - 3.1.2.1.2. Academic advice;
 - 3.1.2.1.3. Financial aid;
 - 3.1.2.1.4. Career Counseling;
 - 3.1.2.1.5. Course and program registration;
 - 3.1.2.1.6. Book vouchers processing;
 - 3.1.2.1.7. Distributing information to job seeker groups;
 - 3.1.2.1.8. Recruitment;
 - 3.1.2.1.9. Service on various committees; and
 - 3.1.2.1.10. Preparing a variety of reports as required by College or County.
 - 3.1.2.2. Maintaining the records set forth in paragraph 3.1.1.4.
- 3.1.3. Student Services Specialist. Main duty is to provide TABE testing, but may also include:
 - 3.1.3.1. Test proctor: Providing TABE test, customer service, TABE advisement, and information resource:
 - 3.1.3.1.1. Assessment;
 - 3.1.3.1.2. Recruitment;
 - 3.1.3.1.3. Maintain Records; and
 - 3.1.3.1.4. Preparing reports.

- 3.2 Fund one-half of the two (2) full-time positions set forth in paragraph 3.1.1 and 3.1.2 above and maintain and control all payroll activities for these College employees, for clarity, such funding is only applicable to paragraphs 3.1.1 and 3.1.2 above.
- 3.3 Ensure that staff attends ARIZONA@WORK meetings and participates in ARIZONA@WORK program training and other activities, as requested by Center Manager.
- 3.4 Coordinate approval of vacation requests with the ARIZONA@WORK Center Manager to ensure that the individual's absence will not negatively impact ARIZONA@WORK activities.
- 3.5 Ensure that each staff member calls the ARIZONA@WORK Center Manager if he or she will be absent for any reason.
- 3.6 Provide the ARIZONA@WORK Center Manager with a schedule of College meetings that each staff member must attend.
- 3.7 Provide space at campuses for County ARIZONA@WORK staff to meet with their assigned job seekers who are enrolled in college classes.

4.0 PROGRAM ACTIVITIES – COUNTY – County will:

- 4.1 Fund one-half of the two (2) full-time positions set forth in paragraphs 3.1.1 and 3.1.2 above.
- 4.2 Ensure College staff works as part of the ARIZONA@WORK team to provide job seekers with a seamless progression from career services to education and training opportunities. The team will refer job seekers to mandated partner programs as well as College's programs.
- 4.3 Ensure College is aware of time and attendance of staff provided by College.
- 4.4 Provide space, furniture, computers, phones and supplies for the use of College staff stationed at the ARIZONA@WORK.

5.0 PROGRAM LOCATION. Pima County ARIZONA@WORK locations determined by County.

6.0 TARGET POPULATION. Job seekers using ARIZONA@WORK services.

7.0 OUTPUTS/NUMBERS. College will serve all ARIZONA@WORK job seekers referred by County.

8.0 OUTCOMES. Eighty percent (80%) of ARIZONA@WORK job seekers who enter Pima County Community College District will complete studies and obtain a certificate or diploma.

9.0 BUDGET.

9.1. Projected 2019-2020 expenditures for Pima County by Funding Source:

WIO Adult	WIOA Dislocated Worker	WIOA Youth	Pima County General Funds	TOTAL
\$24,310.67	\$24,310.67	\$24,310.66	-0-	\$72,932.00

9.2. College will be paid on a **Cost Reimbursement** basis as follows:

Budget Description	Amount Paid by County	Amount Covered by College
College Staff Salary and Fringe	\$71,300.00	\$71,300.00
College Staff Development	\$765.00	\$765.00
Out of town mileage (\$0.445/mile)	\$357.00	\$357.00
Mileage in town (\$0.445/mile)	\$510.00	\$510.00
Total Budget	\$72,932.00	\$72,932.00

- 9.3. College will match County expenditures dollar for dollar, with exception to the 0.6 in-kind Student Services Specialist.
- 9.4. **Total payments by County for Work Statement No. 4 will not exceed \$72,932.00.**

10.0 REPORTING.

- 10.1. Mid-semester and end-of-semester student progress reports showing job seekers' progress towards completion of courses, obtaining a certificate and/or earning a degree.
- 10.2. Up-to-date records on each job seeker, including:
 - 10.2.1. End-of-semester student degree audits;
 - 10.2.2. Financial aid reports by student in each billing cycle;
 - 10.2.3. Annual summary of financial aid;
 - 10.2.4. Graduation reports by semester; and
 - 10.2.5. Case notes.

WORK STATEMENT NO. 5 – GRANT WRITING PARTNERSHIP

- 1.0 **PROGRAM ACTIVITIES.** County and College will collaborate to apply for grants and other funds available for workforce development activities and programs. Funding sought will target the development of a career pathway in, and a skilled workforce in the industries for, the industries and occupations identified by the Pima County Workforce Investment Board ("WIB"). If the funding obtained for workforce development through this collaboration results in the ability to increase in the number of ARIZONA@WORK job seekers served pursuant to the terms of this Agreement, the Parties will revisit the staffing model and structure to determine if changes are necessary to successfully comply with the grant requirements.

- 2.0 **BUDGET.** No Cost to County.

- 3.0 **FUNDING.** No funding allocated.

WORK STATEMENT NO. 6 – CUSTOMIZED TRAINING DEVELOPMENT AND DELIVERY

- 1.0 **PROGRAM OVERVIEW.** College will work with County to develop and deliver short-term training programs for individuals interested in employment in high skill and high demand occupations in accordance with the WIB's priority sectors.
- 2.0 **PROGRAM GOALS**
 - 2.1. Prepare members of the labor force for current and projected occupations in renewable and sustainable resource industries that offer self-sufficient wages or occupations that have a clear career path leading to self-sufficiency.
 - 2.2. Assist in the economic development of Pima County by helping to develop a trained, productive labor force that meets employer's needs in these industries.
 - 2.3. Upgrade the community's workforce through development of new types of training.
 - 2.4. Participate in regional workforce activities with Southern Arizona County ARIZONA@WORK, Economic Development agencies, Community Colleges, and Arizona's University system.

3.0 PROGRAM ACTIVITIES – COLLEGE. College will:

- 3.1 Work with ARIZONA@WORK management to develop and, as necessary, modify training programs to meet job seeker and industry needs.
- 3.2 Prepare a written proposal for each project to be developed or modified. Proposal will include: a scope of work, itemized budget; and, timeline (including initial training target dates). College will proceed with project implementation after authorization by County's CSET Director or designee.
- 3.3 Upon request of County, work with other colleges and Universities to insure that newly developed curriculum is transferable to other institutions.

4.0 PROGRAM LOCATION. Various College Campuses or affiliated sites, including ARIZONA@WORK locations.

5.0 TARGET POPULATION. ARIZONA@WORK job seekers.

6.0 OUTCOME GOALS. Ninety-five percent (95%) of authorized projects will be completed within the projected timeframe.

7.0 BUDGET.

7.1. Projected 2019-2020 expenditures by Funding Source:

WIOA Adult	WIOA Dislocated Worker	WIOA Youth	Pima County General Funds	TOTAL
-0-	-0-	-0-	\$50,000.00	\$50,000.00

- 7.2. College will be paid on a Cost Reimbursement basis with Pima County General Funds for each curriculum project based on the budget prepared for that project and the receipts for that project.
- 7.3. **Total payment for Work Statement No. 6 will not exceed \$50,000.00.**
- 8.0 **REPORTING.** College will provide monthly progress and completion reports to County on all curriculum development projects.

END OF EXHIBIT A