



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: April 20, 2021

* = Mandatory, information must be provided

or Procurement Director Award ☐

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

Cochise Private Industry Council, Inc. dba ARIZONA@WORK Southeastern Arizona

***Project Title/Description:**

H-1B Workforce Grant Program. The contract can be found in OnBase by searching Contracts 21*356 in Doc_ID_AMS.

***Purpose:**

This agreement with subrecipient, Cochise Private Industry Council, Inc. dba ARIZONA@WORK Southeastern Arizona, is to provide H-1B Workforce services. Subrecipient will work directly with County and employers to create career-focused advancement and training programs for the H-1B Workforce Program. The H-1B One Workforce Grant Program is designed to develop replicable, comprehensive workforce strategies for preparing the workforce for middle-to high-skilled H-1B occupations within the information technology, advanced manufacturing, and transportation sectors.

Attachment: Contract Number CT-CS-21-356

***Procurement Method:**

This Subrecipient Agreement 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:**

ARIZONA@WORK Southeastern Arizona will submit monthly summary reports.

***Retroactive:**

Yes. The subrecipient agreement could not be processed until the H-1B grant was approved by the Board. The grant was approved at the 2/2/21 Board of Supervisors' meeting.

To: COB 4-13-21 (1)
Vers: 1
pgs. 17

Contract / Award Information

Document Type: CT Department Code: CR Contract Number (i.e., 15-123): 21-356
Commencement Date: 2/1/21 Termination Date: 1/31/25 Prior Contract Number (Synergen/CMS): _____
☒ Expense Amount: \$* 1,493,426.19 ☐ Revenue Amount: \$ _____

*Funding Source(s) required: United States Department of Labor Employment and Training

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

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 22-10.

Amendment / Revised Award Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____
Amendment No.: _____ AMS Version No.: _____
Commencement 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): _____
Commencement 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 & Workforce Development

Telephone: 724-5723

Department Director Signature/Date: [Signature] 4/12/21

Deputy County Administrator Signature/Date: [Signature] 4/12/21

County Administrator Signature/Date: [Signature] 4/12/21

(Required for Board Agenda/Addendum Items)

Pima County Community & Workforce Development	
Project: H-1B Workforce Program	
Subrecipient: Cochise Private Industry Council, Inc. dba ARIZONA@WORK Southeastern Arizona 900 Carmelita Drive Sierra Vista, AZ 85635	
Amount: \$1,493,426.19	
Contract No.: CT-CR-21-356	
Funding: United States Department of Labor Employment and Training	

DUNS No.: 149075137	SAM Registration Date: 3/17/21		
Research or Development:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Federal or State Contract No.:	HG-35918-21-60-A-4	Award Date:	2021-2025
Required Match:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Match Amount:	
Indirect Cost Rate:	<input checked="" type="checkbox"/> 10%	<input type="checkbox"/> NICR	<input checked="" type="checkbox"/> de minimis <input type="checkbox"/> None
Status of Agency:	<input checked="" type="checkbox"/> Subrecipient	<input type="checkbox"/> Contractor	

CFDA	Grant Program	National Funding	Pima County Award
17.268	H-1B One Workforce	\$145,000,000.00	\$4,000,000.00

SUBAWARD AGREEMENT

1. PARTIES, BACKGROUND, PURPOSE AND AUTHORITY.

- 1.1. Parties. This Subaward Agreement ("Agreement") is between Pima County ("County"), a body politic and corporate of the State of Arizona, and Cochise Private Industry Council (the "Subrecipient"), a non-profit corporation doing business in the State of Arizona.
- 1.2. Background and Purpose. On February 2, 2020 the Pima County Board of Supervisors (the "Board") accepted a grant in the amount of \$4,000,000.00 from the United States Department of Labor Employment and Training Administration ("DOL/ETA") for the H-1B One Workforce Grant Program. Subrecipient is identified as a service delivery agency in this grant to provide administrative support and business outreach services. Subrecipient has an extensive record of implementing workforce development programs for both adults and youths and is a long-time partner of County in offering County workforce development programs.
- 1.3. Authority. County is authorized by A.R.S. §§ 11-254.04, 11-251 (5) and 11-251 (17), to spend public monies to improve and enhance the economic welfare and health of the inhabitants of the County. DOL/ETA awarded this grant under the authority of the American Competitiveness and Workforce Improvement Act.

2. TERM, TERM EXTENSIONS, AND AMENDMENTS.

- 2.1. This term of this Agreement commences on February 1, 2021 and terminates on January 31, 2025. If the commencement date of the term is before the signature date of the last party to execute this Agreement, the parties will, for all purposes, deem the Agreement to have been in effect as of the commencement date.

- 2.2. 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 and, where applicable, by the Federal sponsoring agency, before any services under the amendment commences. Minor modifications may be made by written memorandum signed by the Director of the Pima County Development and Community Workforce Development Department (CWD) or designee. Minor modifications are changes in the scope, which do not change the specified purpose, outcomes or the total compensation provided through this Agreement and do not in any way increase the direct or indirect liability of County under this Agreement. Any change that increases or decreases the maximum allocated amount or that changes the Scope of Work in any way will require an amendment to this Agreement. Such change will not be effective, nor will compensation under the change be provided, until the amendment is fully executed by both parties.
- 2.3. Notwithstanding paragraphs 2.1 and 2.2, the terms of this Agreement will survive and remain in effect during any period that Subrecipient has control over grant funds, including program income.

3. SCOPE OF SERVICES.

- 3.1. Subrecipient will provide County with the services described in the attached Exhibit A. Subrecipient will also obtain and maintain all licenses, permits and authority required for performance under this Agreement.
- 3.2. Subrecipient will 1) employ suitably trained and skilled personnel to perform all services under this Agreement; and 2) give first priority to hiring low-income, disadvantaged and/or unemployed individuals, if hiring personnel is required or allowed with grant funds provided under this Agreement. Unless otherwise provided, the personnel delivering services under this Agreement will be employees or volunteers of Subrecipient, satisfy any qualifications herein, and be covered by personnel policies and practices of Subrecipient. No program funded under this Agreement may impair existing agreements for services or collective bargaining agreements or be inconsistent with the terms of a collective bargaining agreement without the written concurrence of the labor organization and employer concerned.
- 3.3. Subrecipient will undertake the same obligations to the County as the County does to DOL/ETA under the Grant. Subrecipient will hold County harmless against any injury that County may suffer with respect to DOL/ETA due to any failure on the part of Subrecipient to fulfill its obligations to DOL/ETA.
- 3.4. Subrecipient certifies that no individual or agent has been employed or retained to solicit or secure this Agreement for commission, percentage, brokerage or contingent fee except a bona fide employee whose job duties include securing business.
- 3.5. Subrecipient is as a private nonprofit organization defined in § 501(c)(3) of Internal Revenue Code because it is a secular or faith-based organization. Agency states that it will maintain this status throughout the term of this Agreement.
- 3.6. Subrecipient must protect Personally Identifiable Information, as defined by the Department of Labor's Economic and Training Administration in Training and Employment Guidance Letter (TEGL) 39-11, unless disclosure is permitted with prior written approval from the County.

4. MONITORING AND EVALUATION.

- 4.1. County will monitor all activities and information sources in the management, fiscal, and services systems of Subrecipient and any subcontracted parties relating to performance of duties and obligations under this Agreement to ensure that Subrecipient is:
 - 4.1.1. Making adequate and acceptable progress in the provision of services;
 - 4.1.2. Maintaining adequate and acceptable systems to document services and expenditures; and

- 4.1.3. Using the funds provided pursuant to this Agreement effectively and efficiently to accomplish the purposes for which funds were made available.
- 4.2. Subrecipient shall cooperate in the monitoring and evaluation process by County and/or DOL/ETA. Subrecipient shall assist County in providing reports and documentation to DOL/ETA related to Subrecipient's performance and, where applicable, the impact of the H-1B-funded activities on the community. If monitoring and evaluation finds that Subrecipient's performance is substandard, Subrecipient will be in default of this Agreement. If Subrecipient fails to take appropriate actions to correct the default within 15 calendar days from date of notice, this Agreement may be suspended or terminated.

5. COMPENSATION AND PAYMENT.

- 5.1. County may pay Subrecipient up to \$343,656.27 for the first year, \$416,546.77 for the second year, \$436,579.76 for the third year and \$296,643.39 for the fourth year, for a total payment of \$1,493,426.19 over the term of this Agreement (the "Maximum Allocated Amount"). County will make all payments from the H-1B One Workforce grant from the United States Department of Labor Employment and Training Administration (the "Awarding Agency"). Payment of the Maximum Allocated Amount is subject to the Awarding Agency allocating and making funds available to County for this Agreement. The Maximum Allocated Amount may be amended 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. Subrecipient does not have a negotiated indirect cost rate agreement but is eligible to use the de minimis rate of 10%. Those indirect costs are included in the Maximum Allocated Amount.

- 5.2. Subrecipient shall 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 April & July through December	15 calendar days from end of month
May	June 15
June	July 7

- 5.3. Subrecipient shall submit each monthly request for reimbursement to County by the 15th working day of each month for the previous month of costs and services in Exhibit A and must reference this Agreement number. Each request may only be for participants determined eligible by County and properly enrolled in the program or for other authorized expenses that are not paid or reimbursed by another federal, state or local grant revenue source.
- 5.4. The person(s) that prepared the request and an authorized manager, supervisor or executive of the Subrecipient must approve and sign each monthly request for reimbursement to insure proper internal financial controls.
- 5.5. For each request, Subrecipient shall include the amount of actual expenditures; accrued expenditures, if applicable; program income as defined by the federal awarding agency; and all other fiscal resources applied to expenses incurred in providing services under this Agreement.
- 5.6. For each request, Subrecipient shall also provide the following documentation which includes, but is not limited to:
- 5.6.1. A summary report of monthly expenditures by expense categories as shown in approved budget in Exhibit A, with a narrative description of activities undertaken during the previous month.
- 5.6.2. Copies of invoices and checks (front and back) to support all purchases of goods or services.
- 5.6.3. If reimbursement is authorized for travel and incidental expenses, detailed travel reports to support all travel expenses.

- 5.6.4. Any other documentation requested by County, in such form as requested by the County.
- 5.7. If reimbursement is authorized for personnel costs, Subrecipient shall provide at a minimum the following documentation for each pay period:
- 5.7.1. 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
- 5.7.2. Accounting system report(s) specifying rate of pay and costs of employer-paid benefits. Fringe benefits must be calculated at the rate shown in the budget in Exhibit A.
- 5.8. If the Awarding Agency requires that Subrecipient provide matching funds, Subrecipient shall also provide the documentation described in paragraphs 5.3 through 5.7 for the matching funds.
- 5.9. Subrecipient shall use funds available under this Agreement to supplement rather than supplant funds otherwise available. Subrecipient shall not bill County for costs which are paid by another source. Subrecipient shall notify County within 10 days of receipt of alternative funding for costs which would otherwise be subject to payment under to this Agreement.
- 5.10. Subrecipient shall not purchase equipment without prior written approval from the County.
- 5.11. If each request for payment includes adequate and accurate documentation, County will generally pay Subrecipient within 30 days from the date County receives the request for payment. Subrecipient should budget cash needs accordingly.
- 5.12. County may, at its sole discretion, 1) determine the acceptability and progress of work performed and determine the resulting entitlement to payment of each request for reimbursement; 2) liquidate funds available under this Agreement for costs incurred by County on behalf of Subrecipient; or 3) deny full payment for requests for reimbursement that are submitted to County after the date in paragraph 5.2. County may deduct its processing costs or delay-related damages in connection with a request for payment submitted after that date.
- 5.13. Pursuant to A.R.S. § 11-622, County will deny reimbursement completely for requests for payment made later than six months after the last item of the account accrues.
- 5.14. Subrecipient shall submit its request for final payment for compensation earned and/or eligible costs incurred to County within 15 working days after the end of the term of the Agreement on invoices that meet the requirements in paragraphs 5.3 through 5.7.
- 5.15. County will not make payments to Subrecipient, until: 1) Subrecipient has completed and submitted a W-9 Taxpayer Identification Number form; 2) Subrecipient has registered as a Pima County Vendor through the Pima County Procurement website; 3) this Agreement is fully executed; and 4) adequate and accurate documentation is provided with each request for payment or invoice.
- 5.16. The Director of CWD or designee has the sole discretion to grant changes between budget line items of no more than 10%. The change may not increase or decrease the Maximum Allocated Amount. Subrecipient must submit a written request for the line item change on or before May 15th. The written request must contain a detailed explanation of the reasons the change is necessary, and how Subrecipient will continue to meet the specified purpose, program(s), metrics, or outcomes in this Agreement despite the requested change. 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 Subrecipient prior to receiving the written approval for a budget line item change. If the Director of CWD 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 in the written approval.

5.17. For the period of record retention required under Section 24, County may question any payment made under this Section 5 and to require reimbursement by setoff or otherwise for payments determined to be improper or contrary to the Agreement or law.

6. **INSURANCE.** Subrecipient will procure and maintain at its own expense insurance policies (the "Required Insurance") satisfying the below requirements (the "Insurance Requirements") until all of its obligations under this Agreement have been met. The below Insurance Requirements are minimum requirements for this Agreement and in no way limit Subrecipient's indemnity obligations under this Agreement. County in no way warrants that the required insurance is sufficient to protect the Subrecipient for liabilities that may arise from or relate to this Agreement. If necessary, Subrecipient may obtain commercial umbrella or excess insurance to satisfy the Insurance Requirements.

6.1. **Insurance Coverages and Limits:**

- 6.1.1. **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.
- 6.1.2. **Business Automobile Liability:** Coverage for any owned, leased, hired, and/or non-owned autos assigned to or used in the performance of this Agreement with minimum limits not less than \$1,000,000 Each Accident.
- 6.1.3. **Workers' Compensation (WC) and Employers' Liability:**
- 6.1.3.1. 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.
- 6.1.3.2. Note: The Workers' Compensation requirement does not apply if Subrecipient is exempt under A.R.S. § 23-901, and has executed the appropriate Pima County Sole Proprietor (Independent Contractor) Waiver form.

6.2. **Additional Insurance Requirements:** The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

- 6.2.1. **Claims Made Coverage:** If any part of the Required Insurance is written on a claims-made basis, any policy retroactive date must precede the effective date of this Agreement, and Subrecipient must maintain such coverage for a period of not less than three years following Agreement expiration, termination or cancellation.
- 6.2.2. **Insurer Financial Ratings:** Coverage must be placed with insurers acceptable to County with A.M. Best rating of not less than A- VII, unless otherwise approved by County.
- 6.2.3. **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 Subrecipient. The full policy limits and scope of protection must apply to County and its Agents as an additional insured, even if they exceed the Insurance Requirements.
- 6.2.4. **Waiver of Subrogation:** Commercial General Liability and Workers' Compensation coverages must each contain a waiver of subrogation in favor of County and its Agents for losses arising from work performed by or on behalf of the Subrecipient.
- 6.2.5. **Primary Insurance:** The Required Insurance policies, with respect to any claims related to this Agreement, must be primary and must treat any insurance carried by County as excess and not contributory insurance. The Required Insurance policies may not obligate

County to pay any portion of a Subrecipient's deductible or Self Insurance Retention (SIR).

- 6.2.6. **Subcontractors:** Subrecipient must either (a) include all subcontractors as additional insureds under its Required Insurance policies, or (b) require each subcontractor to separately meet all Insurance Requirements and verify that each subcontractor has done so, Subrecipient must furnish, if requested by County, appropriate insurance certificates for each subcontractor. Subrecipient must obtain County's approval of any subcontractor request to modify the Insurance Requirements as to that subcontractor.

6.3. **Verification of Coverage:**

- 6.3.1. Insurer or Broker of Subrecipient 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:
- 6.3.1.1. The Pima County tracking number for this Agreement, which is shown on the first page of the Agreement, and a project description, in the body of the Certificate,
 - 6.3.1.2. A notation of policy deductibles or SIRs relating to the specific policy, and
 - 6.3.1.3. Certificates must specify that the appropriate policies are endorsed to include additional insured and subrogation waiver endorsements for the County and its Agents.
- 6.3.2. Each Required Insurance policy and appropriate endorsements must be in effect not less than 15 days prior to commencement of work under this Agreement. A renewal certificate must be provided to County not less than 15 days prior to the policy's expiration date to include actual copies of the additional insured and waiver of subrogation endorsements. Failure to maintain the Required Insurance, or to provide evidence of renewal, is a material breach of this Agreement.
- 6.3.3. County reserves the right to, at any time, require complete copies of any or all Required Insurance policies.
- 6.3.4. Cancellation Notice: Subrecipient'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 30 days advance written notice to County of the policy cancellation, suspension or material change. Subrecipient must provide written notice to County within two business days of receipt of notice. For cancellation of non-payment, Insurer is to provide County with written notice ten days prior to cancellation of policy.
- 6.4. **Approval and Modifications:** The Pima County Risk Manager may approve a modification of the Insurance Requirements without the necessity of a formal Agreement amendment, but the approval must be in writing. Neither County's failure to obtain a required insurance certificate or endorsement, County's failure to object to a non-complying insurance certificate or endorsement, or County's receipt of any other information from the Subrecipient, its insurance broker(s) and/or insurer(s), constitutes a waiver of any of the Insurance Requirements.

7. **INDEMNIFICATION.**

- 7.1. To the fullest extent permitted by law, Subrecipient will defend, indemnify and hold harmless County, and any related taxing district, and the officials and employees and 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 Subrecipient or any of Subrecipient'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 Subrecipient to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The Indemnatee will, in all instances, except for claims arising solely from the acts or omissions of the Indemnatee, be indemnified by Subrecipient from and against any and all claims. Subrecipient is responsible for primary loss investigation, defense and judgement costs for any claim to which indemnity applies. This indemnity will survive the expiration or termination of this Agreement.

- 7.2. Subrecipient warrants that services provided under this Agreement are non-infringing. Subrecipient 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.

8. LAWS AND REGULATIONS.

- 8.1. Compliance with Laws; Changes. Subrecipient 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.
- 8.2. Licensing. Subrecipient warrants that it is appropriately licensed to provide the services under this Agreement and that its subcontractors will be appropriately licensed.
- 8.3. 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.
- 8.4. Use of Funds. Subrecipient warrants that funds provided for personnel employed in the administration of the activities funded under this Agreement will not be used for:
- 8.4.1. Political activities;
 - 8.4.2. Inherently religious activities;
 - 8.4.3. 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);
 - 8.4.4. Association of Community Organizations for Reform Now (ACORN), or any of ACORN's affiliates, subsidiaries, allied organizations or successor organizations;
 - 8.4.5. Political patronage; or
 - 8.4.6. Nepotism activities.
- 8.5. Compliance with Federal Law, Rules and Regulations. Subrecipient will comply with the provisions of:
- 8.5.1. Arizona Department of Economic Security ("ADES") Special Terms and Conditions;
 - 8.5.2. ADES Policies 1-47-01 and 1-47-08;
 - 8.5.3. Davis-Bacon Act (Pub. L.107-217), as amended;
 - 8.5.4. Copeland Anti-Kick Back Act (18 USC 874 *et seq.*);
 - 8.5.5. Fingerprinting, certification, and criminal background checks including, but not limited to the applicable provisions of: A.R.S. §§ 8-804, 36-594.01, 36-3008, 41-1964, and 46-141;

- 8.5.6. 2 CFR Part 200, Uniform, Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
 - 8.5.7. 2 CFR Part 2900, DOL/ETA exceptions to 2 CFR Part 200;
 - 8.5.8. Child Labor Laws (A.R.S. §23-230 *et seq.*);
 - 8.5.9. Debarment and Suspension (2 CFR Part 180, 2 CFR 200.214, Executive Orders 12549 & 12689);
 - 8.5.10. Drug-Free Workplace (29 CFR Part 2429);
 - 8.5.11. Environmental Tobacco Smoke (Pub. L. 103-227, Part C);
 - 8.5.12. Promoting Procurement with Small Businesses Owned and Controlled by Socially and Economically Disadvantaged Individuals, Historically Black Colleges and Universities, and Minority Institutions (Executive Order 12928);
 - 8.5.13. Increasing the use of seat belt (Executive Order 13043);
 - 8.5.14. Improving Access to Services for Persons with Limited English Proficiency (Executive Order 13166);
 - 8.5.15. Federal Leadership on Reducing Text Messaging while Driving (Executive Order 13513);
 - 8.5.16. Buy American and Hire American (Executive Order 13788);
 - 8.5.17. Promoting Free Speech and Religious Liberty (Executive Order 13798);
 - 8.5.18. Improving Free Inquiry, Transparency, and Accountability at Colleges and Universities (Executive Order 13864);
 - 8.5.19. Improving Free Inquiry, Transparency, and Accountability at Colleges and Universities (Executive Order 13891);
 - 8.5.20. Protecting American Monuments, Memorials, and Statues and Combating Recent Criminal Violence (Executive Order 13933);
 - 8.5.21. Memorandum to Extend Federal Support to Governors' Use of the National Guard to Respond to COVID-19 and to Increase Reimbursement and Other Assistance Provided to States (Presidential Memorandum M-20-32);
 - 8.5.22. Bayh-Dole Act (37 CFR §401.3(a));
 - 8.5.23. Section 414(c) of the American Competitiveness and Workforce Improvement Act of 1988 (ACWIA), as amended (codified at 29 U.S.C. 3224a);
 - 8.5.24. Workforce Innovation and Opportunity Act (Pub.L.113-128); and
 - 8.5.25. All rules and regulations applicable for the Acts listed above.
- 8.6 Cooperation. Subrecipient will fully cooperate with County, DO/LETA, and any other federal agency in the review and determination of compliance with the above provisions.

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

10. SUBCONTRACTOR.

10.1. Subrecipient shall not enter into any subcontracts for any services to be performed under this Agreement without County's prior written approval of the subcontract except prior written approval is not required for the purchase of supplies that are necessary and incidental to Subrecipient's performance under this Agreement. Subrecipient must follow all applicable federal, state, and county rules and regulations for obtaining subcontractor services. Subrecipient 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 Subrecipient 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.

10.2. Subrecipient shall include the provision in Section 5 in all contracts between Subrecipient and its subcontractors providing goods or services pursuant to this Agreement. Subrecipient 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.

11. **ASSIGNMENT.** Subrecipient 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.
12. **NON-DISCRIMINATION.** Subrecipient will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this Agreement, including flow down of all provisions and requirements to any subcontractors. Subrecipient will not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin. Unless exempt under federal law, Subrecipient will comply with Titles VI and VII of the Civil Rights Act of 1964; the Age Discrimination in Employment Act; Section 504 of the Rehabilitation Act of 1973; and the Fair Labor Standards Act of 1938.
13. **AMERICANS WITH DISABILITIES ACT.** Subrecipient will comply with Title II of the Americans with Disabilities Act (Public Law 110-325, 42 U.S.C. §§ 12101-12213) and the federal regulations for Title II (28 CFR Part 35).
14. **AUTHORITY TO CONTRACT.** Subrecipient warrants its right and power to enter into this Agreement. If any court or administrative agency determines that County does not have authority to enter into this Agreement, County will not be liable to Subrecipient or any third party by reason of such determination or by reason of this Agreement.
15. **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.
16. **CANCELLATION FOR CONFLICT OF INTEREST.** 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. Subrecipient agrees to comply with all applicable conflict of interest provisions contained in Federal and State laws and regulations that govern specific funding sources identified in this Agreement, including, but not limited to, those governing nepotism.

17. TERMINATION/SUSPENSION.

- 17.1. Without Cause: County may terminate this Agreement at any time, without cause, by serving a written notice upon Subrecipient at least 30 days before the effective date of the termination. In the event of such termination, County's only obligation to Subrecipient will be payment for services rendered prior to the date of termination.
- 17.2. With Cause: County or Subrecipient 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.
- 17.3. Insufficient Funds: Notwithstanding Paragraphs 18.1 and 18.2 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 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 Subrecipient for more than the reduced amount. In the event of a termination under this paragraph, County's only obligation to Subrecipient will be payment for services rendered prior to the date of termination to the extent that grant funds are available.
- 17.4. 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 Subrecipient, other than for services rendered prior to termination.
- 17.5. Suspension: County reserves the right to suspend Subrecipient's performance and payments under this Agreement immediately upon notice delivered to Subrecipient's designated agent in order to investigate Subrecipient's activities and compliance with this Agreement. In the event of an investigation by County, Subrecipient will cooperate fully and provide all requested information and documentation. At the conclusion of the investigation, or within 45 days, whichever is sooner, Subrecipient will be notified in writing that the Agreement will be immediately terminated or that performance may be resumed.

18. **NOTICE.** Subrecipient must give written notice of any change of corporate or entity status as promptly as possible and, in any event, within 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. 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 & Workforce Development
2797 E. Ajo Way
Tucson, AZ 85713

Subrecipient:

Cochise Private Industry Council
dba ARIZONA@WORK Southeastern Arizona
900 Carmelita Drive
Sierra Vista, AZ 85635

19. **NON-EXCLUSIVE CONTRACT.** Subrecipient understands that this Agreement is nonexclusive and is for the sole convenience of County. County reserves the right to obtain like services from other sources for any reason.
20. **OTHER DOCUMENTS.** In entering into this Agreement, Subrecipient and County have relied upon information provided in Subrecipient's Letter of Commitment provided in response to DOL/ETA's

Funding Opportunity Announcement FOA-ETA 20-13, the H-1B One Workforce grant opportunity. That letter of commitment is incorporated into this Agreement to the extent not inconsistent with the provisions of this Agreement. Subrecipient will promptly bring any provisions which Subrecipient believes are inconsistent to County's attention, and County will provide Subrecipient 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 Agreement, unless otherwise required by law.

21. **REMEDIES.** Either party may pursue any remedies provided by law for the breach of this Agreement. No right or remedy is intended to be exclusive of any other right or remedy and each will be cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Agreement.
22. **SEVERABILITY.** Each provision of this Agreement stands alone, and any provision of this Agreement found to be prohibited by law will be ineffective to the extent of such prohibition without invalidating the remainder of this Agreement.
23. **BOOKS AND RECORDS.** Subrecipient must keep and maintain proper and complete books, records and accounts, which must be open at all reasonable times for inspection and audit by duly authorized representatives of County. Subrecipient must retain all records relating to this agreement at least five years after Subrecipient submits its single or last expenditure report or until completion of any action and resolution of all issues which arise from any related litigation, claim, negotiations, audit or other action involving the records that was started before the expiration of the 5-year period, whichever is later.
24. **AUDIT REQUIREMENTS.** Subrecipient will:
 - 24.1. Comply with the applicable provisions of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR Part 200).
 - 24.2. 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 County.
 - 24.3. 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.
 - 24.4. Ensure that all accounting records meet the requirements of the federal government, the state, and the County, and generally accepted accounting principles laws and regulations.
 - 24.5. 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.
 - 24.6. Assure that any audit conducted pursuant to this Agreement is performed by a qualified, independent accounting firm and submitted to County within six months of completion of the audit required pursuant to this Section 25, unless a different time is specified by County. The audit submitted must include Subrecipient responses, if any, concerning any audit findings.
 - 24.7. Pay all costs for any audit required or requested pursuant to this Section 25, 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 Subrecipient grant budget approved by County.
 - 24.8. If Subrecipient is a "nonprofit corporation" that meets the definition of "corporation" in A.R.S. §10-3140, Subrecipient will comply with the applicable audit requirements set forth in A.R.S. §11-624, "Audit of Non-Profit Corporations Receiving County Monies." If Subrecipient meets or

exceeds the single audit threshold set forth in 2 CFR Part 200, Subrecipient will comply with federal single audit requirements and, upon request from County, provide County with a copy of the required audit document within 90 days following the end of Subrecipient's fiscal year.

Timely submit the required or requested audit(s) to:

Contract Specialist
Community & Workforce Development
2797 E. Ajo Way, 3rd Floor
Tucson, AZ 85713

25. **INTELLECTUAL PROPERTY RIGHTS.** Neither Subrecipient 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 County's prior written approval. Upon approval, County and DOL/ETA will have a non-exclusive and irrevocable license to reproduce, publish or otherwise use or authorize the use of any copyrighted material created as part of the grant or ownership interest acquired with grant funds. If Subrecipient develops workforce products, in whole or in part, as a result of the H-1B One Workforce grant, Subrecipient shall include the following language on the product: "This workforce product was funded by a grant awarded by the U.S. Department of Labor Employment and Training Administration (DOL/ETA). The product was created by the recipient and does not necessarily reflect the official position of DOL/ETA. DOL/ETA makes no guarantees, warranties, or assurances of any kind, express or implied, with respect to such information, including any information on linked sites, and including, but not limited to, accuracy of the information or its completeness, timeliness, usefulness, adequacy, continued availability, or ownership. This product is copyrighted by the organization that created it."
26. **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 Subrecipient and any County employees, or between Subrecipient 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.
27. **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.
28. **PROPERTY OF THE COUNTY.** Subrecipient is not the agent of County for any purpose and will not purchase any materials, equipment or supplies on the credit of County. Any materials, including reports, computer programs and other deliverables, created under this Agreement are the sole property of County. Subrecipient is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. Subrecipient will not use or release these materials without the prior written consent of County.
29. **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.
30. **COORDINATION WITH AWARDDING AGENCY.** On matters relating to the administration of this Agreement, County will be Subrecipient's contact with all Federal, State and local agencies that provide funding for this Agreement.

31. **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, DOL/ETA, and the Comptroller of the United States will at all reasonable times have the right of access to Subrecipient'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 Subrecipient's performance and Subrecipient's compliance with this Agreement. This provision must be included in all contracts between Subrecipient and its subcontractors providing goods or services pursuant to this Agreement. Subrecipient 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.

32. **PUBLIC INFORMATION.**

32.1. 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 related to 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.

32.2. Records Marked Confidential; Notice and Protective Order. If Subrecipient reasonably believes that some of the records described in paragraph 33.1 above contain proprietary, trade-secret or otherwise-confidential information, Subrecipient must prominently mark those records "CONFIDENTIAL. In the event that a public records request is submitted to County for records marked "CONFIDENTIAL," County will notify Subrecipient of the request as soon as reasonably possible. County will release the records ten business days after the date of that notice unless Subrecipient has, within that period, secured an appropriate order from a court of competent jurisdiction, enjoining the release of the records. County will not, under any circumstances, be responsible for securing such an order, nor will County be in any way financially responsible for any costs associated with securing such an order.

33. **ELIGIBILITY FOR PUBLIC BENEFITS.** Subrecipient will comply with applicable provisions of A.R.S. §§1-501 and 1-502 regarding public benefits, and any Federal sponsoring agency requirements, which are hereby incorporated as provisions of this Agreement.

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

35. **LEGAL ARIZONA WORKERS ACT COMPLIANCE.**

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

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

35.3. Remedies for Breach of Warranty. Any breach of Subrecipient's, or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this

Section 36, is a material breach of this Agreement subjecting Subrecipient to penalties up to and including suspension or termination of this Agreement. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Subrecipient will be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, as soon as possible so as not to delay project completion. Any additional costs attributable directly or indirectly to such remedial action are the responsibility of Subrecipient.

- 35.4. **Subcontractors.** Subrecipient will advise each subcontractor of County's rights, and the subcontractor's obligations, under this Section 36 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."

36. **ENTIRE AGREEMENT.** 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. 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.

SIGNATURE PAGE TO FOLLOW

The parties have affixed their signatures to this Agreement on the date written below.

PIMA COUNTY

Sharon Bronson
Chair, Board of Supervisors

Date

ATTEST

Clerk, Board of Supervisors

APPROVED AS TO CONTENT

Daniel Sullivan, Director
Community & Workforce Development

APPROVED AS TO FORM

Stacey Roseberry, Deputy County Attorney

SUBRECIPIENT

Vada Jo Phelps
Authorized Officer Signature

Vada Jo Phelps
Please print name

Executive Director - CEO
Title

04/05/2021
Date

EXHIBIT A - SCOPE OF WORK

1. **PROGRAM OVERVIEW.** Subrecipient shall implement the H-1B One Workforce program in Cochise, Graham and Greenlee counties, Arizona. The H-1B One Workforce Grant Program (the "Program") is designed to develop replicable, comprehensive workforce strategies for preparing the workforce for middle-to high-skilled H-1B occupations within the information technology, advanced manufacturing, and transportation sectors.
2. **PROJECT ACTIVITIES – SUBRECIPIENT.** Subrecipient shall:
 - 2.1. Provide one Workforce Development Specialist ("WDS") at 1.0 FTE; one WDS at .50 FTE and a Program Director at .10 FTE to provide program services in Cochise, Graham and Greenlee counties.
 - 2.2. Provide the WDS assigned to provide services with the support and guidance required to successfully perform the obligations set forth in this Agreement.
 - 2.3. In the event the assigned WDS must be replaced, confirm continued funding availability with the Director of Community & Workforce Development Department or his designee prior to replacement.
 - 2.4. Ensure that the WDS:
 - 2.4.1. Becomes familiar with Pima County ARIZONA@WORK policies, procedures and programs as well as ARIZONA@WORK Southeastern Arizona policies, procedures and programs;
 - 2.4.2. Attends relevant meetings scheduled by County, so long as County provides reasonable notice;
 - 2.4.3. Participates in Pima County ARIZONA@WORK program training and other activities as determined appropriate by County; and
 - 2.4.4. Refuses remuneration of any kind from participants or participating employers.
3. **WORKFORCE DEVELOPMENT SPECIALISTS DUTIES.** The WDS will be qualified to successfully conduct the following activities:
 - 3.1. Outreach and enrollment effort to encourage unemployed and underemployed individuals to participate in the Program;
 - 3.2. Access job opportunities;
 - 3.3. Employment and career counseling;
 - 3.4. Mentoring and other hands-on work experience;
 - 3.5. Skill development to job seekers for job advancement;
 - 3.6. Coordinate on-the-job-training (OJT) contracts and paid internships; and
 - 3.7. Assist with special projects. In the event that a special project will result in a change in the Outcomes set forth in Section 4, the parties will execute an amendment.
4. **PROJECT GOAL/PREDICTED OUTCOMES.**
 - 4.1. The Program will assist in the economic development of Pima County and Cochise, Graham and Greenlee counties by helping to develop a trained and productive labor force that meets employer needs.
 - 4.2. Subrecipient will coordinate workforce efforts through Pima County ARIZONA@WORK by providing employment and training services authorized under H-1B by working with County,

mandated partners, and other contractors.

4.3. Subrecipient will provide service levels as follows over the total term of the grant:

Services Levels	Number
Total participants enrolled in education/training activities	174 individuals
Total participants who complete education/training activities	148 individuals
Total participants who complete education/training and receive a degree or credential	148 individuals
Total number of unemployed or underemployed individuals completing education/training and obtain employment	105 individuals
Total number of incumbent worker participants completing education/training and receive new position	45 individuals

5. **TARGET POPULATION.** The target population for the Program includes Eligible H-1B participants served through this grant program who are at least 17 years old and not currently enrolled in secondary school (high school) within a local educational agency. Subrecipient may serve individuals who are age 17 or older and have dropped out of secondary school, or who are attending post-secondary school.
6. **REPORTS.** By the fifth calendar day after the end of the preceding month, Subrecipient shall provide County with a written progress report of work done pursuant to this Agreement.
7. **BUDGET.** For services provided February 1, 2021 through January 31, 2025, County will pay Subrecipient as follows:

Budget Item	Allocated Amount 2/1/21-1/31/22	Allocated Amount 2/1/22-1/31/23	Allocated Amount 2/1/23-1/31/24	Allocated Amount 2/1/24-1/31/25
Salary	\$60,400	\$61,608	\$62,840	\$64,097
Fringe benefits	\$10,752	\$10,968	\$11,186	\$11,409
Indirect costs	\$7,416.70	\$7,553.60	\$7,681.40	\$7,776.60
Mileage	\$1,960	\$1,960	\$1,960	\$1,960
Supplies (including postage and outreach)	\$1,055	\$1,000	\$828	\$300
Training/tuition	\$236,062.19	\$300,953.55	\$317,900.20	\$189,724.44
Supportive Services	\$23,411.38	\$29,904.62	\$31,585.16	18,777.35
Rent	\$2,599	\$2,599	\$2,599	\$2,599
Total Operating Budget	\$343,656.27	\$416,546.77	\$436,579.76	\$296,643.39

END OF EXHIBIT A