



Contract Number: MA-CS-13\*518  
 Effective Date : 5-1-13  
 Term Date : 5-30-14  
 Cost : 97,080.-  
 Revenue : \_\_\_\_\_  
 Total : \_\_\_\_\_ NTE: \_\_\_\_\_  
 Renewal By : \_\_\_\_\_ Action 3-1-14  
 Term : \_\_\_\_\_  
 Reviewed by: JK 5-30-14

**BOARD OF SUPERVISORS AGENDA ITEM SUMMARY**

Requested Board Meeting Date: May 14, 2013

**ITEM SUMMARY, JUSTIFICATION &/or SPECIAL CONSIDERATIONS:**

Portable Practical Education Preparation (PPEP) "Contractor" to provide academic services to youth enrolled in Pima County's summer program to prepare them for the workforce and encourage them to stay in school or return to school.

CONTRACT NUMBER (if applicable): MA-CS-13-0518

**STAFF RECOMMENDATION(S):**

To be approved by Board of Supervisors.

CORPORATE HEADQUARTERS: \_\_\_\_\_

MAY 09 12PM 0343 P02LKDF

Procure Dept 05/09/13 PM 10:24

To: CHH - 5-9-13  
 COB - 5-9-13  
 Agenda - 5-14-13  
 Addendum (2)

**CLERK OF BOARD USE ONLY: BOX M.G.**

ITEM NO. \_\_\_\_\_

PIMA COUNTY COST: \$93,088.00

GENERAL FUND COST: \$ 9,000.00

and/or REVENUE TO PIMA COUNTY: \$ N/A

FUNDING SOURCE(S): U.S. Department of Labor, Arizona Dept. of Economic Security  
workforce Investment Act (WIA) grant funds (expenditure determined by client eligibility)  
(i.e. General Fund, State Grant Fund, Federal Fund, Stadium D. Fund, etc.)

**Advertised Public Hearing:**

		YES	X	NO
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**Board of Supervisors District:**

1		2		3		4		5		All	XX
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**IMPACT:**

**IF APPROVED:**

With the assistance of the Contractor, Pima County will be able to provide academic summer youth activities in workforce development to local Pima County youth.

**IF DENIED:**

Without the assistance of the Contractor, summer youth activities provided to youth in Pima County may be jeopardized.

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DEPARTMENT NAME: Community Services

CONTACT PERSON: Ana Basurto TELEPHONE NO.: 14-6764



### CONTRACT APPROVAL TRANSMITTAL FORM

FOR USE BY DEPARTMENTS OTHER THAN PROCUREMENT WHEN SUBMITTING CONTRACT TO CONTRACTS ADMINISTRATION

**Vendor is using a Social Security Number:**

Check yes or no, do not state the SSN/TIN number. A SSN format is 123-45-6789 vs. a TIN format that is 12-345678. (If yes, you must attach the required form per Administration Procedure 22-73.)  YES  NO

**Contract is fully or partially funded with Federal funds:**

Consult with your department attorney when using Federal funds. Additional contract clauses may be required. If no, skip this step. If checked yes, signature by the attorney will deem the contract in compliance with any required grant conditions.  YES  NO

Procurement Use

PIMACORE / ADVANTAGE FINANCIAL CT or CTN #: (Select one)  CT  CTN NUMBER: MA-CS-13-0518  
FORMER SYNERGEN BLANKET # or CMS CONTRACT #: (or both) new contract

Upon receipt of executed contract, Contracts Administration will approve the CT or CTN document and attach the pdf of the executed contract to the CT or CTN record.

**Vendor Name:** PPEP - Summer Youth Academics

- Direct select?**  YES  NO (Attach Procurement Director/County Administrator approval memo.)
- Is contract retroactive?**  YES  NO If yes, attach Retroactive Approval Form.
- Is contract multi-year?**  YES  NO If yes, attach Multi-year Approval Form.
- Were insurance or indemnity clauses modified?**  YES  NO If yes, include documentation of Risk Management approval.
- Did you solicit/advertise?**  YES  NO If no, explain why via separate attachment.

IFB/RFP/RFQ Number: CSET-WF-2011-01

Publication where advertised: Daily Territorial and other news Dates advertised: Jan. 13-Feb. 7, 2011

**Selection Panel (if applicable include Name, Firm and Position/Title)**

- A. Duane Bock, Consultant
- B. Vaughn Croft, Office of Pima School Superintendent, Sr. Program Coordinator
- C. Willette Diggs, Raytheon, Director Human Resources
- D. Roger Forrester, Pima Council on Aging, Program Administrator
- E. Christine Hazen Mollina, Heartfelt Workforce, Owner

**Evaluation Criteria (provide weights (if applicable):**

- A. Basic Education Instruction Technical Proposal
- B. Work Experience Technical Proposal
- C. Work Experience Combined with Summer Basic Education
- D.
- E.

**Attach Tabulation showing panel scores and final rank (if applicable.)**

**Contact Person:** ANA BASURTO **Department:** CSET **Telephone:** 14-6764

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

Project Name: Summer Youth Activities - Academics  
Contractor: Portable Practical Education Preparation (PPEP), Inc.  
John Arnold  
802 E. 46<sup>th</sup> Street  
Tucson, AZ 85713  
Amount: \$93,088.00  
Contract Term: May 1, 2013 through May 30, 2014  
Funding: United States Department of Labor, Arizona Department of Economic Security, and Pima County

<b>CONTRACT</b>
NO. <u>MA CS-13000000000000000000</u> <u>518</u>
AMENDMENT NO. _____
This number must appear on all invoices, correspondence and documents pertaining to this contract.

This Contract entered between Pima County, a body politic and corporate of the State of Arizona, ("County") and Portable Practical Education Preparation (PPEP), Inc. ("Contractor").

WHEREAS, County receives funds from federal, state and local sources to operate the One Stop Career Center System local workforce program; and

WHEREAS, 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; and

WHEREAS, County finds that the provision of workforce development services is in the best interest of the residents of the County and therefore, requires the services of a Contractor qualified to provide such services to local residents; and

WHEREAS, County's Workforce Investment Board ("WIB") solicited Requests For Proposals for ("RFP") of workforce development services under Pima County RFP No. CSET-WF-2011-01; and

WHEREAS, Contractor has specialized training and expertise in providing workforce development services and has submitted an advantageous response to the County's RFP to provide basic education services to prepare participants for the workforce.

NOW, THEREFORE, the parties agree as follows:

**ARTICLE I – TERM/EXTENSION**

- A. This Contract, as awarded by County, shall commence on May 1, 2013, and shall terminate on May 30, 2014, unless sooner terminated or further extended pursuant to the provisions of this Contract. The County shall have the option to renew this Contract for up to two (2) 12-month periods or any portion thereof.
- B. Any modification or extension of the contract termination date shall be by formal written amendment executed by the parties hereto.
- C. Amendments to the Contract must be approved by the County, as required by the Pima County Procurement Code, before any services under the amendment commences.

**ARTICLE II – SCOPE OF SERVICES**

- A. This Contract establishes the terms and conditions under which Contractor will provide County with services in accordance with this Contract and the attached **Exhibit A**.

- B. Contractor shall employ suitably trained and skilled personnel to perform all services under this Contract.
- C. Contractor shall perform its duties under this Contract in a humane and respectful manner and in accordance with any applicable professional standards. Contractor shall obtain and maintain all applicable licenses, permits and authority required for its performance under this Contract.
- D. Unless otherwise provided for herein, the personnel delivering Contract services shall be employees or volunteers of the Contractor and shall satisfy any qualifications and carry out any duties set forth in this Contract and shall be covered by personnel policies and practices of Contractor. Contractor's employees shall not be considered officers, employees or agents of the County. Contractor certifies that no individual or agent has been employed or retained to solicit or secure this Contract for commission, percentage, brokerage or contingent fee except a bona fide employee maintained by the Contractor to secure business.
- E. County may require Contractor to attend relevant meetings. Contractor shall ensure the attendance at such meeting of persons performing services under this Contract when the County provides reasonable.
- F. No program funded under this Contract shall impair existing contracts for services or collective bargaining agreements or be inconsistent with the terms of a collective bargaining agreement without the written concurrence of the labor organization and employer concerned.

### **ARTICLE III - COMPENSATION AND PAYMENT**

- A. In consideration for the goods and services specified in this Contract, County agrees to pay Contractor in an amount not to exceed **\$93,088.00**. Costs for services will be as set forth in **Exhibit A**.
- B. Funding is from the United States Department of Labor (DOL), Arizona (AZ) Department of Economic Security (DES), and other workforce fund source(s) obtained by County.
- C. Request for payments must be submitted to the County are due by the 5<sup>th</sup> working day of each month for the previous month of service on invoices approved and signed by an authorized representative of the Contractor. Invoices must be:
  1. For services and costs as identified in Exhibit A and must reference this contract number.
  2. Supportable by documentation which Contractor shall provide to County upon request.
  3. Verifiable by County representative.
  4. Only for a properly enrolled, eligible, and documented One Stop participant(s). (County shall determine the eligibility of each program participant.)
  5. Only for authorized expenses which are not paid or reimbursed by another Federal or grant revenue source.
- D. Contractor shall report to the County: accrued expenditures, any program income as defined in 29 CFR Part 97.25, and all other fiscal resources applied to expenses incurred in providing services under this Contract.
- E. Changes between budget line items totaling:
  1. LESS than 15% of the total budget amount may be granted by and at the sole discretion of the County Community Services, Employment and Training (CSET) Department Director or designee following Contractor's submission of a written request provided that any proposed increase is offset by a decrease of equal value to the remaining line items; and there is no increase or decrease to the total operating budget; and
  2. MORE than 15% of the total budget requires a contract amendment.
  3. The change shall only become effective when approved and is effective on the date of the written authorization provided by the CSET Director or designee.

- F. For payments to be issued to Contractor, Contractor must: (1) Complete and submit a W-9 Taxpayer Identification Number form (<http://www.irs.gov/pub/irs-pdf/fw9.pdf>), (2) Register as a Pima County Vendor (<https://secure.pima.gov/procurement/vramp/login.aspx>), and, (3) Fully execute a Contract with Pima County.
- G. Payment by County will generally occur thirty (30) days from the date of invoice. Contractor should budget their cash needs accordingly.
- H. Advances: County may advance funds allocated under this Contract only if the Director of the Community Services, Employment and Training Department finds that the advance is justified by extraordinary circumstances. Contractor's report of cumulative and projected expenditures and earnings in performance of this Contract, verified by County staff, shall accompany and support Contractor's advance request. Advance payments are a debt of Contractor to County. County shall not pay for activities and expenditures billed by Contractor under this Contract until the total amount payable by County exceeds the amount of outstanding advance payments. Unless, within thirty days after an advance payment, activities and expenditures billed by Contractor and payable by County under this Contract equal or exceed the amount of the advance payment, Contractor shall immediately repay the difference to County. Any Interest income in excess of \$250 earned on funds advanced and deposited in interest bearing accounts shall be remitted annually.
- I. Within 30 days of a request from County, Contractor shall submit to the County the portion of any payment, which exceeds the amount owed under this Contract, except as provided in paragraph above.
- J. Interest income earned in excess of \$250.00 annually must be returned in accordance with requirements at 29 CFR Part 95.22 (l) for non-profit organizations and institutions of higher education. For state, local governments, and tribal governments, interest income earned in excess of \$100.00 annually must be remitted at least quarterly in accordance with 29 CFR Part 97.21 (l).
- K. Program Income:
1. General. Contractor is encouraged to earn income to defray program costs. Program income includes income from fees for services performed, from the use or rental of real or personal property acquired with grant funds, from the sale of commodities or items fabricated under a grant agreement, and from payments of principal and interest on loans made with grant funds. Except as provided by regulations of the Federal agency, program income does not include interest on grant funds, rebates, credits, discounts, refunds, etc. and interest earned on any of them.
  2. Definition of program income. Program income means gross income received by the Contractor directly generated by activity supported under this contract, or earned only as a result of this contract during the contract term.
  3. Cost of generating program income. If authorized by the U.S. Department of Labor Employment and Training Administration and the County Director of Community Services, Employment and Training Department, costs incident to the generation of program income may be deducted from gross income to determine program income.
  4. Governmental revenues. Taxes, special assessments, levies, fines, and other such revenues raised by Contractor are not program income unless the revenues are specifically identified in the grant agreement or Federal agency regulations as program income.
  5. Royalties. Income from royalties and license fees for copyrighted material, patents, and inventions developed by Contractor is program income only if the revenues are specifically

identified in the grant agreement or Federal agency regulations as program income. (See CFR Sec. 97.34.)

6. Property. Proceeds from the sale of real property or equipment will be handled in accordance with the requirements of 29 CFR §§ 97.31 and 97.32.
  7. Use of program income. Program income shall be deducted from outlays made by the Contractor under this contract, unless one of the following alternatives is authorized by the U.S. Department of Labor Employment and Training Administration and the County Community Services, Employment and Training Director:
    - a. Deduction. Ordinarily program income shall be deducted from total allowable costs to determine the net allowable costs. Program income shall be used for current costs unless the County Director of Community Services, Employment and Training Department authorizes otherwise. Program income which the Contractor did not anticipate at the time of the award shall be used to reduce the County contributions rather than to increase the funds committed to the project.
    - b. Addition. When authorized, program income may be added to the funds committed to the contract amount by the US Department of Labor Employment and Training Administration and the County Director of Community Services, Employment and Training Department. Program income in excess of any limits stipulated by such authorization shall be deducted from outlays. The program income shall be used for the purposes and under the conditions of the grant agreement.
  8. There are no Federal requirements governing the disposition of program income earned after the end of the final financial report.
- L. Disallowed Charges or Cost principles shall be as follows:
1. The cost principle set forth in the Code of Federal Regulations (CFR), Title 48, Chapter 1, Part 31.201-6(e), (October 1, 1991), as modified by amendments and additions, on file with the Secretary of State and incorporated herein by reference, shall be used to determine the allowability of incurred costs for the purpose of reimbursing costs under Contract provisions which provide for the reimbursements of costs. Those costs which are specifically defined as unallowable therein will not be submitted for reimbursement by the Contractor and may not be reimbursed with Department funds.
  2. Contractor shall 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.
- M. Funding and services of grant-funded programs are limited to the amount of funds allocated to and made available to County for this program. The maximum funding under this Contract is subject to availability and continuation of grant funding. This amount may be increased or decreased at any time due to reduction, termination, or any other change in funding.
- N. For the period of record retention required under Article XXI - Books and Records, County reserves the right to question any payment made under this Article and to require reimbursement therefore by setoff or otherwise for payments determined to be improper or contrary to the Contract or law.

#### **ARTICLE IV- INSURANCE**

- A. Pima County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under

this Agreement by the Contractor, his agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

**Minimum Scope and Limits of Insurance:** Contractor shall provide coverage with limits of liability not less than those stated below.

**1. Commercial General Liability – Occurrence Form**

a. Policy shall include bodily injury, property damage, personal injury and broad form contractual liability.

i. General Aggregate	\$2,000,000
ii. Products – Completed Operations Aggregate	\$1,000,000
iii. Personal and Advertising Injury	\$1,000,000
iv. Blanket Contractual Liability – Written and Oral	\$1,000,000
v. Fire Legal Liability	\$ 50,000
vi. Each Occurrence	\$1,000,000

b. The policy shall be endorsed to include coverage for sexual abuse and molestation.

c. The policy shall be endorsed to include the following additional insured language: **“Pima County is named an additional insured with respect to liability arising out of the activities performed by or on behalf of the Contractor”.**

d. Policy shall contain a waiver of subrogation against Pima County, its departments, agencies, boards, commissions, and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

**2. Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Agreement.

a. Combined Single Limit (CSL) \$1,000,000

i. The policy shall be endorsed to include the following additional insured language: **“Pima County is named an additional insured with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor”.**

ii. Policy shall contain a waiver of subrogation against Pima County, its departments, agencies, boards, commissions and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor

**3. Worker's Compensation and Employers' Liability**

a. Workers' Compensation Statutory

b. Employers' Liability:

i. Each Accident	\$ 500,000
ii. Disease – Each Employee	\$ 500,000
iii. Disease – Policy Limit	\$ 1,000,000

c. Policy shall contain a waiver of subrogation against Pima County, its departments, agencies, boards, commissions and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

d. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

- B. **Additional Insurance Requirements:** The policies shall contain, or be endorsed to contain, the following provisions:
1. Pima County, wherever additional insured status is required, shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Agreement.
  2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
  3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Agreement.
- C. **Notice of Cancellation:** Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to Pima County. Such notice shall be sent directly to the **Department Director, Arthur Eckstrom, 2797 E. Ajo Way, Tucson, Az. 85713** and shall be sent by certified mail, return receipt requested. The Project Name/Contract Number and project description shall be noted on the Certificate of Insurance.
- D. **Acceptability of Insurers:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency. All Certificates of Insurance are to be received and approved by Pima County before work commences.

#### **ARTICLE V – INDEMNIFICATION**

- A. Contractor shall indemnify, defend, and hold harmless County, its officers, employees and agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, arising out of any act, omission, fault or negligence by the Contractor, its agents, employees or anyone under its direction or control or on its behalf in connection with performance of this Contract.
- B. Contractor warrants that all products and services provided under this Contract are non-infringing. Contractor will indemnify, defend and hold Indemnitees harmless from any claim of infringement arising from services provided under this Contract or from the provision, license, transfer or use for their intended purpose of any products provided under this Contract.

#### **ARTICLE VI – COMPLIANCE WITH LAWS**

- A. Contractor shall comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Contract. The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this Contract, and any disputes hereunder. Any action relating to this Contract shall be brought in a court of the State of Arizona in Pima County. Any changes in the governing laws, rules, and regulations during the terms of this Contract shall apply, but do not require an amendment.
- B. In addition, Contractor, as Subgrantee, warrants compliance with all applicable laws, regulations, requirements and special provisions, in carrying out its obligations pursuant to this Contract, as set forth in Exhibit C, Subgrantee's Warranties.

#### **ARTICLE VII – INDEPENDENT CONTRACTOR**

The status of Contractor shall be that of an independent contractor. Neither, Contractor nor Contractor's officer agents, or employees shall be considered an employee of Pima County or be entitled to receive any employment-related fringe benefits under the Pima County Merit System. Contractor shall be responsible for payment of all federal, state and local taxes associated with the compensation received pursuant to this Contract and shall indemnify and hold County harmless from

any and all liability which County may incur because of Contractor's failure to pay such taxes. Contractor shall be solely responsible for its program development, operation, and performance.

#### **ARTICLE VIII – SUBCONTRACTOR**

Contractor 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 Contractor is responsible for the acts and omissions of persons directly employed by it. Nothing in this contract shall 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.

#### **ARTICLE IX - ASSIGNMENT**

Contractor shall not assign its rights to this Contract in whole or in part, without prior written approval of the County. Approval may be withheld at the sole discretion of the County, provided that such approval shall not be unreasonably withheld.

#### **ARTICLE X - NON-DISCRIMINATION**

CONTRACTOR agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 **including flow down of all provisions and requirements to any subcontractors.** Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive order 75-5 and may be viewed and downloaded at the Governor of the State of Arizona's website [http://www.azgovernor.gov/dms/upload/EO\\_2009\\_09.pdf](http://www.azgovernor.gov/dms/upload/EO_2009_09.pdf) which is hereby incorporated into this contract as if set forth in full herein. During the performance of this contract, CONTRACTOR shall 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.

#### **ARTICLE XI – AMERICANS WITH DISABILITIES ACT**

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

#### **ARTICLE XII – AUTHORITY TO CONTRACT**

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

#### **ARTICLE XIII - FULL AND COMPLETE PERFORMANCE**

The failure of either party to insist on one or more instances upon the full and complete performance with any of the terms or conditions of this Contract to be performed on the part of the other, or to take any action permitted as a result thereof, shall 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 shall not be construed as an accord and satisfaction.

#### **ARTICLE XIV - CANCELLATION FOR CONFLICT OF INTEREST**

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

### **ARTICLE XV – TERMINATION/SUSPENSION**

- A. Termination for Convenience: County reserves the right to terminate this Contract at any time and without cause by serving upon Contractor 30 days advance written notice of such intent to terminate. In the event of such termination, the County's only obligation to Contractor shall be payment for services rendered prior to the date of termination.
- B. Insufficient Funds: Notwithstanding Paragraph A above, if any state or federal grant monies used to pay for performance under this Contract are either reduced or withdrawn, County shall have the right to either reduce the services to be provided and the total dollar amount payable under this Contract or terminate the Contract. To the extent possible, County will endeavor to provide fifteen (15) days written notice of such reduction or termination. In the event of a reduction in the amount payable, County shall not be liable to Contractor for more than the reduced amount. In the event of a termination under this paragraph, County's only obligation to Contractor shall be payment for services rendered prior to the date of termination to the extent that grant funds are available.
- C. Termination for Cause: This Contract may be terminated at any time without advance notice and without further obligation to the County when the Contractor is found by County to be in default of any provision of this Contract.
- D. Non-Appropriation: Notwithstanding any other provision in this Contract, this Contract 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 Contract. In the event of such termination, County shall have no further obligation to Contractor, other than for services rendered prior to termination.
- E. Suspension: County reserves the right to suspend Contractor's performance and payments under this Contract immediately upon notice delivered to contractor's designated agent in order to investigate Contractor's activities and compliance with this Contract. In the event of an investigation by County, Contractor shall cooperate fully and provide all requested information and documentation. At the conclusion of the investigation, or within forty-five (45) days, whichever is sooner, Contractor will be notified in writing that the contract will be immediately terminated or that performance may be resumed.

### **ARTICLE XVI – NOTICE**

- A. Contractor shall give written notice of any change of corporate or entity status as promptly as possible and, in any event, within fifteen 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.
- B. Any notice required or permitted to be given under this Contract shall be in writing and shall be served by delivery or by certified mail upon the other party as follows:

**County:**

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

**Contractor:**

John Arnold  
Portable Practical Education Preparation  
802 E. 46<sup>th</sup> Street  
Tucson, AZ 85713

### **ARTICLE XVII - NON-EXCLUSIVE CONTRACT**

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

### **ARTICLE XVIII – OTHER DOCUMENTS**

Contractor and County in entering into this Contract have relied upon information provided in the Pima County Solicitation RFP No. CSET-WF-2011-01 including the Instructions to Bidders, Standard Terms and Conditions, Specific Terms and Conditions, Solicitation Addenda, Contractor's Proposal and on other information and documents submitted by the Contractor in its' response to said Solicitation. These documents are hereby incorporated into and made a part of this Contract as if set forth in full herein, to the extent not inconsistent with the provisions of this contract.

### **ARTICLE XIX - REMEDIES**

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

### **ARTICLE XX - SEVERABILITY**

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

### **ARTICLE XXI – BOOKS AND RECORDS**

- A. Contractor shall keep and maintain proper and complete books, records and accounts, which shall be open at all reasonable times for inspection and audit by duly authorized representatives of County, whichever is later.
- B. In addition, Contractor shall retain all records relating to this contract at least 5 years after Contractor 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.

### **ARTICLE XXII - AUDIT REQUIREMENTS**

- A. Contractor shall:
  - 1. Establish and maintain a separate, identifiable accounting of all funds provided by County pursuant to this Contract. Such records shall record all expenditures which are used to support invoices and requests for payment from the County under this Contract.
  - 2. Establish and maintain accounting records which identify the source and application of any funds not provided under this Contract used to support these Contract activities.
  - 3. All accounting records must meet the requirements of the Federal, State, County, and generally accepted accounting principles laws and regulations.
  - 4. 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.
  - 5. Assure that any audit conducted pursuant to this Contract is performed by a qualified, independent accounting firm and submitted to County within six (6) months of completion of the audit required pursuant to this Article, unless a different time is specified by County. The audit submitted must include Contractor responses, if any, concerning any audit findings.
  - 6. Pay all costs for any audit required or requested pursuant to this Article, unless the cost is allowable for payment with the grant funds provided pursuant to this Contract under the appropriate federal or state grant law and the cost was specifically included in the Contractor grant budget approved by County.
  - 7. County audit requirements applicable to all contracts are as follows:

- a. If total expenditures are GREATER than \$100,000, but less than \$500,000, then a program-specific audit in accordance with generally accepted auditing standards, which includes compliance testing, is required annually.
  - b. If total expenditures are LESS than \$100,000, but at least \$50,000, then a program-specific audit in accordance with generally accepted auditing standards, which includes compliance testing, is required bi-annually.
  - c. Agencies with total expenditures LESS than \$50,000 do not have an annual federal audit requirement.
8. Timely submit the required or requested audit(s) to:
- Arthur Eckstrom, Director  
Community Services, Employment & Training Dept.  
2797 E. Ajo Way, 3<sup>rd</sup> Floor  
Tucson, AZ 85713
- B. If Contractor is a "nonprofit corporation" that meets the definition of "corporation" in A.R.S. §10-3140, Contractor shall comply with the applicable audit requirements set forth in A.R.S. § 11-624, "Audit of Non-Profit Corporations Receiving County Monies," which states in part:
1. Each nonprofit corporation or local government organization that receives in excess of \$100,000 in County assistance in any fiscal year shall file for each such fiscal year at the corporation's expense with the board of supervisors either audited financial statements prepared in accordance with federal single audit regulations or financial statements prepared in accordance with generally accepted accounting principles and audited by an independent certified public accountant.
  2. Each nonprofit corporation or local government organization receiving \$50,000 to \$100,000 in County assistance in any fiscal year shall file biennially at the corporation's expense with the County's Board of Supervisors either an audited annual financial statement for the most recently completed even-numbered year prepared in accordance with federal single audit regulations or a financial statement for the most recently completed even-numbered year prepared in accordance with generally accepted accounting principles audited by an independent certified public accountant.
  3. Each nonprofit corporation receiving less than \$50,000 in county assistance in any fiscal year shall comply with contract requirements concerning financial and compliance audits contained in contract agreements governing such programs.
- C. If Contractor is a government entity, Contractor shall comply with federal single audit requirements and, upon request from County, provide County with a copy of the required audit document within ninety (90) days following the end of Contractor's fiscal year.
- D. If Contractor is receiving federal funds under this Contract, and Contractor is a state or local government or non-profit organization, Contractor shall provide an annual audit which complies with the requirements of the most recent version of OMB Circular A-133 "Audits of State and Local Governments and Non-Profit Organizations."

### **ARTICLE XXIII - CONFIDENTIALITY**

Contractor shall maintain all client and applicant files confidential and shall provide access to these files only to persons properly authorized. Contractor shall observe and abide by all applicable State and Federal statutes and regulations regarding use or disclosure of information including, but not limited to, information concerning applicants for and recipients of contract services.

### **ARTICLE XXIV - COPYRIGHT**

Neither Contractor nor its officers, agents or employees shall copyright any materials or products developed through contract services provided or contract expenditures made under this Contract without prior written approval by the County. Upon approval, the County shall have a non-exclusive

and irrevocable license to reproduce, publish or otherwise use or authorize the use of any copyrighted material.

#### **ARTICLE XXV - PROPERTY OF THE COUNTY**

- A. Contractor is not the agent of County for any purpose and shall not purchase any materials, equipment or supplies on the credit of the County. Contractor shall comply with OMB Circular No. A-122, "Cost Principals for Non-Profit Organizations" (if Contractor is a non-profit corporation), OMB Circular No. A-110, "Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations," and any other applicable regulations.
- B. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the County. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else, nor shall the Contractor use or release these materials without the prior written consent of the County.

#### **ARTICLE XXVI – DISPOSAL OF PROPERTY**

Upon the termination of this Agreement, all property involved shall revert back to the owner. Termination shall not relieve any party from liabilities or costs already incurred under this Agreement, nor affect any ownership of property pursuant to this Agreement.

#### **ARTICLE XXVII - COORDINATION**

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

#### **ARTICLE XXVIII - 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 shall at all reasonable times have the right of access to Contractor's facility, books, documents, papers, or other records which are pertinent to this Contract, in order to make audits, examinations, excerpts and transcripts for the purpose of evaluating Contractor's performance and Contractor's compliance with this Contract. This provision shall be included in all contracts between Contractor and its subcontractors providing goods or services pursuant to this Contract. Contractor shall 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.

#### **ARTICLE XXIX – PUBLIC INFORMATION**

- A. Pursuant to A.R.S. § 39-121 *et seq.*, all information submitted in response to this solicitation, including, but not limited to, pricing, product specifications, work plans, and any supporting data becomes public information and, upon request, is subject to release and/or review by the general public including competitors.
- B. Any records submitted in response to this solicitation that respondent believes constitute proprietary, trade secret or otherwise confidential information must be appropriately and prominently marked as CONFIDENTIAL by respondent prior to the close of the solicitation.
- C. Notwithstanding the above provisions, in the event records marked "CONFIDENTIAL" are requested for public release pursuant to A.R.S. § 39-121 *et seq.*, County shall release records marked CONFIDENTIAL ten (10) business days after the date of notice to the respondent of the request for release, unless respondent has, within the ten day period, secured a protective order, injunctive relief or other appropriate order from a court of competent jurisdiction, enjoining the release of the records. For the purposes of this paragraph, the day of the request for release shall not be counted in the time calculation. Respondent shall be notified of any request for such release on the same day of the request for public release or as soon thereafter as practicable.

- D. County shall not, under any circumstances, be responsible for securing a protective order or other relief enjoining the release of records marked CONFIDENTIAL, nor shall County be in any way financially responsible for any costs associated with securing such an order.

### **ARTICLE XXX – ELIGIBILITY FOR PUBLIC BENEFITS**

AGENCY shall comply with applicable provisions of A.R.S. §§1-501 and 1-502 regarding public benefits, which are hereby incorporated as provisions of this Contract to the extent such provisions, are applicable.

### **ARTICLE XXXI – LEGAL ARIZONA WORKERS ACT COMPLIANCE**

- A. Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws.
- B. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.
- C. Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall 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, (subject to County approval if MWBE preferences apply) as soon as possible so as not to delay project completion.
- D. Contractor shall advise each subcontractor of County's rights, and the Subcontractor's obligations, under this Article 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."

- E. Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Contractor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Contractor shall be entitled to an extension of time, but not costs.

### **ARTICLE XXXII - SCRUTINIZED BUSINESS OPERATIONS**

Pursuant to A.R.S. §§ 35-391.06 and 393.06, contractor hereby certifies that it does not have scrutinized business operations in Iran or Sudan. The submission of a false certification by contractor may result in action up to and including termination of this contract.

**ARTICLE XXXIII - ENTIRE AGREEMENT**

This document constitutes the entire agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Contract may be modified, amended, altered or extended only by a written amendment signed by the parties.

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

**PIMA COUNTY**

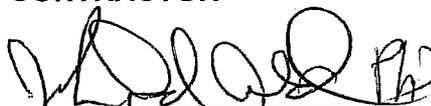
\_\_\_\_\_  
Chair, Board of Supervisors

\_\_\_\_\_  
Date

**ATTEST**

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

**CONTRACTOR**



\_\_\_\_\_  
Authorized Officer Signature

John Paul Arnold

\_\_\_\_\_  
Please print name

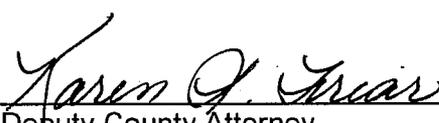
CEO  
\_\_\_\_\_  
Title

5/7/03  
\_\_\_\_\_  
Date

**APPROVED AS TO CONTENT**

  
\_\_\_\_\_  
Community Services, Employment  
& Training Director

**APPROVED AS TO FORM**

  
\_\_\_\_\_  
Deputy County Attorney

**EXHIBIT A**  
**SCOPE OF WORK**

**Work Statement No. 1**

**Title: Academic Instruction**

**A. Purpose**

Activities funded under this work statement are designed to provide youth with the skills needed to help them obtain and retain a job or to advance to a better job.

**B. Funding**

The funding shall be from one or more funding sources obtained by Pima County to operate the One Stop system. These funding sources include, but are not limited to, Workforce Investment Act (WIA), and/or any other federal, state or local funds obtained by Pima County for employment and training activities. The funding source for each participant (youth) will be determined by the Pima County One-Stop as referred by the One-Stop Workforce Development Specialist (WDS) and approved by the One Stop's Youth Program Manager.

**C. Program Overview**

Contractor shall provide a seven-week program that offers basic remedial education to youth ages 14 through 21 to help youth stay in school, obtain a GED or high school diploma, and succeed in the workplace.

**D. Program Activities**

1. Contractor shall:
  - a. Assess the youth referred from County One Stop WDS to determine the suitability of the referral and return unsuitable referrals to County within five working days of receipt of original referral.
  - b. Provide 180 hours of remedial education to each youth.
  - c. Focus instruction on reading, writing, math, and science.
  - d. Ensure an average grade increase of 0.85 based on the Test of Adult Basic Education (TABE).
  - e. Ensure an average ratio of 1 teacher to 15 youth.
  - f. Provide students with an educational incentive that shall not exceed the minimum wage.
  - g. Notify WDS if supportive services are needed by or other problems arise with any youth.
  - h. Discuss any disciplinary issues with WDS.
  - i. Refer youth back to referring WDS when program is complete.
2. County shall:
  - a. Recruit youth, determine their eligibility for available funding and provide the referred youth written verification of referral indicating funding source, program in which the youth is referred and the County One Stop Workforce Development Service Specialist who made the referral.
  - b. Assess the education level of each youth and provide that information to the Contractor.
  - c. Provide youth with bus passes and other supportive services, as needed, through WDS.

**E. Program Location**

Various locations established by Contractor.

**F. Target Population**

Educationally disadvantaged, low-income inner city youth being served through the One Stop system. Targeted number of youth for each funding source shall be provided by the One Stop's Youth Program Manager in writing.

**G. Outputs/Number Served**

1. Contractor shall serve 60 youth, in groups of 30, and complete 54.
2. Each participant shall average a grade level increase of 0.85 grades.
3. Each participant shall attain at least 80% proficiency in work readiness skills, outlined in **Exhibit B**.

**H. Reporting**

Contractor shall:

1. Provide program enrollment and attendance records to the County One Stop Finance.
2. Provide the referring WDS with a progress report each month for each youth, and a final report for each youth that completes the program.
3. For each participant complete a Skill Attainment Record, attached as **Exhibit B**.
4. Report the following to County One Stop Program Manager at end of program:
  - a. Number served
  - b. Number completing
  - c. Pre- and Post- test results
  - d. GEDs or H.S. diplomas achieved

**I. BUDGET**

1. Contractor shall be paid on a Unit Cost basis, for services during the period of May 1, 2013 through August 30, 2013, as follows:

<b>Budget Item</b>	<b>Up to No. of Participants</b>	<b>Amount</b>	<b>Total Amount</b>
Enrolled participants	60	\$930.88	\$55,852.80
Completed participants	54	\$689.54	\$37,235.20
<b>Total Budget</b>	---	---	<b>\$93,088.00</b>

2. Contractor shall be entitled to payment of 60% of the total cost per student after the student is enrolled and has attended 3 days of the program. The remaining 40% of the total cost for the student shall be available when the student completes the program and has received a certificate of completion.
3. Contractor shall serve up to 60 youth. No more than 50 youth shall be funded by General Fund. WIA participants shall be from those enrolled by February 28, 2013.
4. Total payment under this Work Statement shall not exceed \$93,088.00

**END OF ATTACHEMENT A**

**ARIZONA DEPARTMENT OF ECONOMIC SECURITY -**  
Workforce Investment Act

**SKILL ATTAINMENT RECORD-WORK READINESS EDUCATION SKILLS**

PARTICIPANT'S NAME:		SOC.SEC.NO		REGISTRATION DATE:							
TRAINING SITE		TRAINING SITE (Skills 7-12)		POINT OF DETERMINATION (Skills 7-12)							
POINT OF DETERMINATION (Skills 1-6)		(1)									
SKILL	Name of Assessment	(2) Proficiency Requirement	Pre-Test Score	Date Goal Set in ISS	IN NEED OF TRAINING		(3) Training Provided	Post-Test Score	Date Goal Achieved	(4) Skill Attained	
					Yes	No				Yes	No
1. Making Career Decisions	EST	80%	%				IN CLASSROOM E.S.T.	%			
2. Using Labor Market Information	EST	80%	%				IN CLASSROOM E.S.T.	%			
3. Preparing Resumes	EST	80%	%				IN CLASSROOM E.S.T.	%			
4. Completing Application	EST	80%	%				IN CLASSROOM E.S.T.	%			
5. Interview/Writing Follow-Up Letters	EST	80%	%				IN CLASSROOM E.S.T.	%			
6. Survival-Daily Living Skills	EST	80%	%				IN CLASSROOM E.S.T.	%			
7. Maintaining Regular Attendance	EST	90%	P/N				WEX	%			
8. Being Consistently Punctual	EST	90%	P/N				WEX	%			
9. Exhibiting Appropriate Attitude/ Behaviors	EST	80%	P/N				WEX	%			
10. Presenting Appropriate Appearance	EST	80%	P/N				WEX	%			
11. Demonstrating Good Interpersonal Relations	EST	80%	P/N				WEX	%			
12. Completing Tasks Effectively	EST	80%	P/N				WEX	%			
<b>TOTAL IN NEED OF TRAINING</b>											
<b>TOTAL SKILLS ATTAINED</b>										<b>(100% Requirement)</b>	

(Minimum 5 of 12 Core Skills needed for attainment of Youth Work Readiness Skill!)

- (1) Enter the stage in the process where the pre-assessment was made (intake, assessment, orientation, etc.)
- (2) Enter LWIA-approved level of achievement (benchmark) for each skill.
- (3) Enter the program activity (ies) where training occurred.
- (4) Participant must demonstrate proficiency at the required benchmark in all Work Readiness Skills.

**LEVEL  
ATTAINED**

**EXHIBIT C**

**SUBGRANTEE'S WARRANTIES**

Contractor certifies, as evidenced by the signature (initials), that in carrying out its obligations pursuant to this Contract, it shall comply with applicable laws, regulations, requirements and special provisions, as follows:

<b>Requirements</b>
1. OMB Circular A-122, Cost Principles for Non-Profit Organizations
2. 29 CFR Part 96 and 99, Single Audit Act
3. 29 CFR Part 95, Uniform Administrative Requirements for Institutions of Higher Education, Hospitals, and other Non-Profit Organizations
4. Arizona Department of Economic Security Special Terms and Conditions
5. Workforce Investment Act, P.L. 105-220, and regulations adopted pursuant to that Act, including 20 CFR Part 652, et al, and
6. Wagner-Peyser Act
7. Child labor laws, including, but not limited to A.R.S. § 23-230 <i>et seq</i> , to the extent that such provisions are applicable due to statute, case law, County contract or other legal authority.
8. Fingerprinting, including but not limited to A.R.S. § 46-141, to the extent that such provisions are applicable due to statute, case law, County contract or other legal authority.
9. Background Checks for Employment including but not limited to A.R.S. § 8-804, to the extent that such provisions are applicable due to statute, case law, County contract or other legal authority.
10. 29 CFR Part 98, Debarment and Suspension; Drug Free Workplace Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for Debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
11. 29 CFR Part 93 Lobbying Certification Contractor certifies that no federal funds have been paid or will be paid, by or on behalf of the contractor to any person or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
12. 29 CFR Parts 30, 31, 32, 33, 34, 36 and 37 Nondiscrimination and Equal Opportunity Requirements
13. Contractor certifies that no funds provided pursuant to this Contract shall be used for any partisan or non-partisan political activity or to further the election or defeat of any candidate for public office. No funds provided pursuant to this Contract shall be used to transport voters or prospective voters to and from the polls or render similar assistance in connection with any such election or any voter registration activity.

**END OF ATTACHEMENT C**