



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: _____

** = Mandatory, information must be provided*

or Procurement Director Award ☒

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

SER-Jobs for Progress of Southern Arizona, Inc.

***Project Title/Description:**

One-Stop Operator Services

***Purpose:**

Subrecipient will provide an One-Stop Operator who will assist the Pima County Community & Workforce Development Department (CWD) with meeting the needs of employers, workers, and job seekers in Pima County; improving best practices to assist clients with achieving required and self-determined goals; working with partners of the CWD; and utilizing best practices that are in place for a coordinated referral process used to connect all types of populations to the CWD resources.

Attachment: Contract Number CT-CR-22-234

***Procurement Method:**

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

***Program Goals/Predicted Outcomes:**

Subrecipient will provide deliverables that meet and achieve the goals and objectives of the Workforce Innovation and Opportunity Act of 2020 and the Local Plan adopted by the Pima County Board of Supervisors.

***Public Benefit:**

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

***Metrics Available to Measure Performance:**

Performance accountability measures and expectations against performance indicators.

***Retroactive:**

Yes, due to several contract revisions. The negative impact of not approving this contract is the subrecipient would not be able to provide One-Stop Operator Services.

TO: PD 2-10-2022 (1)
Vers.: 1
pgs.: 1

Contract / Award Information

Document Type: CT Department Code: CR Contract Number (i.e., 15-123): 22-234
Commencement Date: 1/1/22 Termination Date: 6/30/22 Prior Contract Number (Synergen/CMS): _____
☒ Expense Amount: \$* \$12,000.00 ☐ Revenue Amount: \$ _____

*Funding Source(s) required: U.S. Department of Labor/Arizona Department of Economic Security Workforce Innovation and Opportunity Act

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] 2/2/22

Deputy County Administrator Signature/Date: [Signature] 8 Feb 2022

County Administrator Signature/Date: [Signature] 2/9/2022
(Required for Board Agenda/Addendum Items)

Pima County Community & Workforce Development**Project:** One-Stop Operator Services**Subrecipient:** SER-Jobs for Progress of Southern Arizona, Inc.
40 West 28th Street
Tucson, AZ 85713**Amount:** \$12,000.00**Contract No.:** CT-CR-22-234**Funding:** U.S. Department of Labor/Arizona Department of Economic Security Workforce Innovation and Opportunity Act

DUNS No.: 964816636		SAM Registration Date: 3/4/21	
Research or Development:		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Federal or State Contract No.: DI21-002286		Award Date: 2021	
Required Match:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Match Amount:	0%
Indirect Cost Rate:	<input type="checkbox"/>	<input type="checkbox"/> NICR	<input type="checkbox"/> de minimis <input checked="" type="checkbox"/> None
Status of Agency:		<input checked="" type="checkbox"/> Subrecipient	<input type="checkbox"/> Contractor

CFDA	Grant Program	Federal Funding	Pima County Award
17.258	U.S. Department of Labor /Arizona Department of Economic Security Workforce Innovation and Opportunity Act (WIOA)-Adult	\$854,649,000	\$2,932,167
17.278	WIOA-Dislocated Worker	\$1,322,912,000	\$3,701,237
17.259	WIOA-Youth	\$913,130,000	\$2,994,879

SUBAWARD AGREEMENT**1. PARTIES AND AUTHORITY.**

- 1.1. Parties. This Agreement is between Pima County, a body politic and corporate of the State of Arizona ("County") and SER-Jobs for Progress of Southern Arizona, Inc. ("Subrecipient"), an Arizona non-profit corporation.
- 1.2. Authority. County selected Subrecipient pursuant to and consistent with County's Procurement Code 11.12.020 Competitive Sealed Proposals.
- 1.3. Solicitation and Response. Under Solicitation for Proposals SFP-CA-OSO-2021-01 ("SFP"), County sought proposals for programs and activities that would qualify for Workforce Innovation and Opportunity Act ("WIOA") funding during Federal Fiscal Year ("FY") 2022. County has determined that the services or activities proposed in Subrecipient's response to the SFP are eligible for WIOA funding and in the best interests of the residents of Pima County.

2. TERM AND AMENDMENTS.

- 2.1. The term of this Agreement commences on January 1, 2022 and will terminate on June 30, 2022 (the "Initial Term"). "Term," when used in this Agreement means the Initial Term plus any exercised extension options under Section 2.2. If the commencement date of the Initial 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. County may renew this Agreement for three (3) additional periods of up to one (1) year (the "Extension Option"). An Extension Option will be effective only upon execution by the Parties of a formal written amendment.

- 2.2. The terms of this Agreement may be modified, amended, altered or extended only by a written amendment signed by the parties. Any amendments to the Agreement must be approved by the County and, where applicable, by the Federal sponsoring agency, before any services under the amendment commences. 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 above, the term 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 Exhibit A. Subrecipient will also obtain and maintain all necessary 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 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.
- 3.4. Confidentiality. Subrecipient understands and acknowledges that client and applicant files and information collected pursuant to the terms of this Agreement are private and the use or disclosure of such information, when not directly connected with the administration of County's or Subrecipient's responsibilities in this Agreement, is prohibited, unless written consent is obtained from the individual or, in the case of a minor, from the responsible parent or guardian. Subrecipient will provide access to client and applicant files only to persons properly authorized to view and utilize the information to perform the contracted services in this Agreement. Subrecipient will 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 contracted services.

4. COMPENSATION AND PAYMENT.

- 4.1. County may pay Subrecipient up to \$12,000.00 (the Maximum Allocated Amount"). County will make all payments from the grant from the U.S. Department of Labor /Arizona Department of Economic Security Workforce Innovation and Opportunity Act (the "Awarding Agency"). Payment of the Maximum Allocated Amount is subject to the Awarding Agency allocating and making available to County the amount 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.

- 4.2. Subrecipient will invoice County on a monthly basis as in Exhibit B.
- 4.3. Subrecipient must submit a request for reimbursement every month even if no funds are being requested for the prior month. Requests for reimbursement are due as follows:

Agreement Month	Due date for Request for Reimbursement
January through May and July through December	15 calendar days from end of month
June	July 7

- 4.4. Subrecipient must 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.
- 4.5. 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.
- 4.6. Each request must include 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.
- 4.7. Each request must be accompanied by documentation which includes, but is not limited to:
 - 4.7.1. A summary report of monthly expenditures by expense categories as shown in approved budget in Exhibit A.
 - 4.7.2. Copies of invoices and checks (front and back) to support all purchases of goods or services.
 - 4.7.3. If reimbursement is authorized for travel and incidental expenses, detailed travel reports to support all travel expenses.
 - 4.7.4. Any other documentation requested by County.
- 4.8. If reimbursement is authorized for personnel costs, each request must be accompanied, at a minimum by the following documentation for each pay period:
 - 4.8.1. 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
 - 4.8.2. 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.
 - 4.8.3. Be only 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.
- 4.9. Subrecipient must utilize funds available under this Agreement to supplement rather than supplant funds otherwise available. Subrecipient may not bill County for costs which are paid by another source. Subrecipient must notify County within ten days of receipt of alternative funding for costs which would otherwise be subject to payment pursuant to this Agreement.

- 4.10. If each request for payment includes adequate and accurate documentation, County will generally pay Subrecipient within 30 days from the date invoice is received. Subrecipient should budget cash needs accordingly.
- 4.11. 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 4.3. County may deduct its processing costs or delay-related damages in connection with a request for payment submitted after that date.
- 4.12. 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.
- 4.13. Subrecipient must submit its request for final payment for compensation earned and/or eligible costs incurred to the County within 15 working days after the end of the Term on invoices that meet the requirements in paragraphs 4.4 through 4.8.
- 4.14. No payments will be made 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) Subrecipient is currently registered on SAM.gov; 4) this Agreement is fully executed; and 5) adequate and accurate documentation is provided with each request for payment or invoice.
- 4.15. The Director of CWD or designee has the sole discretion to grant changes between budget line items of no more than 15%. 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 the specified purpose, program(s), metrics, or outcomes in this Agreement will continue to be met, 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. Goods and services provided in excess of the budgeted line item or the maximum allocated amount without prior authorization in paragraphs 4.13 and 4.14 above will be at Subrecipient's own risk.
- 4.16. Program Income: Subrecipient must comply with all provisions of the federal awarding agency regarding Program Income.
- 4.17. Disallowed Charges or Cost principles will be as follows:
 - 4.17.1. Pursuant to the cost principles in 2 CFR part 200, Subpart E, as supplemented by 2 CFR part 2900, and as may be further modified by amendments and additions, will be used to determine whether an incurred cost will be reimbursed under this Agreement.
 - 4.17.2. Subrecipient must reimburse County for improper, unallowable or unsubstantiated costs discovered as a result of audit or otherwise within 30 days following demand for reimbursement by County.
- 4.18. For the period of record retention required under Section 22 – Books and Records, County reserves the right to question any payment made under this Section 4 and to require reimbursement by setoff or otherwise for payments determined to be improper or contrary to the Agreement or law.

5. **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.

5.1. **Insurance Coverages and Limits:** Subrecipient will procure and maintain, until all its obligations have been discharged, coverage with limits of liability not less than those stated below. Coverage must be placed with insurers acceptable to the County with A.M. Best rating of not less than A-VII, unless otherwise approved by the County.

5.1.1. **Commercial General Liability (CGL):** Occurrence Form with limits not less than \$2,000,000 Each Occurrence and \$2,000,000 General Aggregate. Policy shall include coverage for liability arising from premises, operations, independent contractors, personal injury, bodily injury, broad form contractual liability and products-completed operations. Any standard coverages excluded from the CGL policy, such as products/completed operations, etc. shall be covered by endorsement or separate policy and documented on the Certificates of Insurance.

5.1.2. **Business Automobile Liability** – Coverage for bodily injury and property damage on any owned, leased, hired, and/or non-owned autos assigned to or used in the performance of this Agreement with minimum limits not less than \$1,000,000 Each Accident.

5.1.3. **Workers' Compensation and Employers' Liability** – Statutory coverage for Workers' Compensation. Workers' Compensation statutory coverage is compulsory for employers of one or more employees. Employers Liability coverage with limits of \$1,000,000 each accident and \$1,000,000 each employee – disease.

5.1.4. **Professional Liability (E & O) Insurance** – This insurance is required for work from professionals whose coverage is excluded from the above CGL policy. The policy limits shall be not less than \$2,000,000 Each Claim and \$2,000,000 Annual Aggregate. The insurance shall cover professional misconduct or negligent acts of anyone performing any services under this Agreement.

5.2. **Additional Insurance Requirements:**

5.2.1. **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.

5.2.2. **Additional Insured Endorsement:** The General Liability, Business Automobile Liability and Technology E&O Policies shall each be endorsed to include Pima County, its departments, districts, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Subrecipient.

5.2.3. **Subrogation Endorsement:** The General Liability, Business Automobile Liability, Workers' Compensation and Technology E&O Policies shall each contain a waiver of subrogation endorsement in favor of Pima County, and its departments, districts, officials, agents, and employees for losses arising from work performed by or on behalf of the Subrecipient.

- 5.2.4. Primary Insurance Endorsement: The Required Insurance policies must stipulate that they are primary and that any insurance carried by County, or its agents, officials, or employees, is excess and not contributory insurance.
- 5.2.5. The Required Insurance policies may not obligate County to pay any portion of Subrecipient's deductible or Self Insurance Retention (SIR).
- 5.2.6. 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.
- 5.2.7. Notice of Cancellation: Subrecipient must notify County, within two business days of Subrecipient's receipt of notice from an insurer, if any Required Insurance policy is suspended, voided, or cancelled for any reason. Notice must include the Pima County project or contract number and project description.

5.3. **Verification of Coverage**:

- 5.3.1. Subrecipient must furnish County with a certificate of insurance (valid ACORD form or equivalent approved by Pima County) for each Required Insurance policy, which must specify that the policy has all the required endorsements, and must include the Pima County project or contract number and project description. Each certificate must be signed by an authorized representative of the insurer.
- 5.3.2. County may at any time require Subrecipient to provide a complete copy of any Required Insurance policy or endorsement. Note: Contractors for larger projects must provide actual copies of the additional insured and subrogation endorsements.
- 5.3.3. Subrecipient must provide the certificates to County before work commences. Each Required Insurance policy must be in effect at least 10 days before work under this Contract commences. Subrecipient must provide County a renewal certificate not less than 15 days prior to a Required Insurance policy's expiration date. Failure to maintain the Required Insurance policies, or to provide evidence of renewal, is a material breach of this Contract.
- 5.3.4. All insurance certificates must be sent directly to the appropriate County Department.

- 5.4. **Approval and Modifications**: The Pima County Risk Manager may modify the Insurance Requirements at any point during the Term of this Contract. This can be done administratively, with written notice from the Risk Manager and does not require a formal Contract amendment. Neither the County's failure to obtain a required insurance certificate or endorsement, the County's failure to object to a non-complying insurance certificate or endorsement, nor the 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.

- 6. **INDEMNIFICATION**. To the fullest extent permitted by law, Subrecipient will defend, indemnify, and hold harmless Pima County and any related taxing district, and the officials and employees of each of them (collectively, "Indemnitee") from and against any and all claims, actions, liabilities, losses, and expenses (including reasonable attorney fees) (collectively, "Claims") arising out of actual or alleged injury of any person (including death) or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by any act or omission of 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 judgment costs for any Claim to which this indemnity applies. This indemnity will survive the expiration or termination of this Agreement.

7. LAWS AND REGULATIONS.

- 7.1. 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.
- 7.2. Licensing. Subrecipient warrants that it is appropriately licensed to provide the services under this Agreement and that its subcontractors will be appropriately licensed.
- 7.3. Choice of Law; Venue. The laws and regulations of the State of Arizona will govern the rights of the parties, the performance of this Agreement, and any disputes hereunder. Any action relating to this Agreement must be brought in a court of the State of Arizona in Pima County.
- 7.4. Use of Funds. Subrecipient warrants that funds provided for personnel employed in the administration of the activities funded under this Agreement will not be used for:
 - 7.4.1. Political activities;
 - 7.4.2. Inherently religious activities;
 - 7.4.3. Lobbying to influence the outcome of any election or the award of any federal contract, grant, loan or cooperative agreement (see Federal Standard Form LLL, "Disclosure of Lobbying Activities");
 - 7.4.4. Political patronage; or
 - 7.4.5. Nepotism activities.
- 7.5. Compliance with Federal Law, Rules and Regulations. Subrecipient will comply with the applicable provisions of:
 - 7.5.1. Arizona Department of Economic Security ("ADES") Special Terms and Conditions;
 - 7.5.2. ADES Debt Collection and Audit Resolution Policies 1-47-01 and 1-47-08;
 - 7.5.3. Davis-Bacon Act (Pub. L.107-217), as amended;
 - 7.5.4. Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*);
 - 7.5.5. Arizona Address Confidentiality Program (A.R.S. § 41-161 *et seq.*);
 - 7.5.6. Fingerprinting, certification, and criminal background checks including, but not limited to the applicable provisions of: A.R.S. §§ 8-804, 36-594.01, 36-3008, 41-1964, and 46-141;
 - 7.5.7. Clean Air and Clean Water Act (42 U.S.C.1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368) Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15);
 - 7.5.8. Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871);
 - 7.5.9. 2 CFR Part 200, Uniform, Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
 - 7.5.10. Child Labor Laws (A.R.S. §23-230 *et seq.*);
 - 7.5.11. Debarment and Suspension (2 CFR Part 180, 2 CFR § 200.214, Executive Orders 12549 & 12689);

- 7.5.12. Drug-Free Workplace (2 CFR Part 2429);
- 7.5.13. Environmental Tobacco Smoke (Pub. L. 103-227, Part C);
- 7.5.14. Workforce Innovation and Opportunity Act (Pub.L.113-128);
- 7.5.15. Conflict of Interest, 24 CFR § 574.625; and
- 7.5.16. All rules and regulations applicable to the Acts above.

7.6. Cooperation. Subrecipient will fully cooperate with County, ADES, and any federal agency in the review and determination of compliance with the above provisions.

8. INDEPENDENT CONTRACTOR. Subrecipient is an independent contractor. Neither Subrecipient nor any of Subrecipient's officers, agents, or employees will be considered an employee of Pima County or be entitled to receive any employment-related benefits, or assert any protections, under the Pima County Merit System. 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.

9. SUBCONTRACTOR.

9.1. Subrecipient will 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.

9.2. Subrecipient must include the provision in Section 4 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.

10. 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.

11. 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; and Section 504 of the Rehabilitation Act of 1973.

12. 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).

13. **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.
14. **FULL AND COMPLETE PERFORMANCE.** The failure of either party to insist on one or more instances upon the full and complete performance of any of the terms or conditions of this Agreement to be performed on the part of the other, or to take any action permitted as a result thereof, will not be construed as a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time will not be construed as an accord and satisfaction.
15. **CANCELLATION FOR CONFLICT OF INTEREST.** This Agreement is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated into this Agreement by reference.
16. **TERMINATION/SUSPENSION.**
- 16.1. 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.
- 16.2. 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.
- 16.3. Insufficient Funds: Notwithstanding Paragraphs 16.1 and 16.2 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.
- 16.4. Non-Appropriation: Notwithstanding any other provision in this Agreement, this Agreement may be terminated if for any reason, there are not sufficient appropriated and available monies for the purpose of maintaining County or other public entity obligations under this Agreement. In the event of such termination, County will have no further obligation to Subrecipient, other than for services rendered prior to termination.
- 16.5. 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.
17. **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:

Executive Director
SER-Jobs for Progress of Southern Arizona, Inc.
40 West 28th Street
Tucson, AZ 85713

18. **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.
19. **OTHER DOCUMENTS.** In entering into this Agreement, Subrecipient and County have relied upon information provided in Subrecipient's proposal submitted in response to the SFP (including the Instructions to Bidders, Standard Terms and Conditions, Specific Terms and Conditions, Solicitation Addenda, Subrecipient's Proposal, other information and documents). This document is incorporated into and made a part of this Agreement in full herein, to the extent not inconsistent with the provisions of this Agreement, including all exhibits. 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.
20. **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.
21. **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.
22. **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.
23. **AUDIT REQUIREMENTS.**
 - 23.1. Subrecipient will:
 - 23.1.1. Comply with the applicable provisions of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR Part 200).
 - 23.1.2. Establish and maintain a separate, identifiable accounting of all funds provided by County under this Agreement. The accounting must record all expenditures which are used to support invoices and requests for payment from County.
 - 23.1.3. Establish and maintain accounting records which identify the source and application of any funds not provided under this Agreement used to support these Agreement activities.
 - 23.1.4. Ensure that all accounting records meet the requirements of the Federal, State, County, and generally accepted accounting principles laws and regulations.

- 23.1.5. Upon written notice from County, provide a program-specific or financial audit. Such notice from County will specify the period to be covered by the audit, the type of audit and the deadline for completion and submission of the audit.
- 23.1.6. Assure that any audit conducted pursuant to this Agreement is performed by a qualified, independent accounting firm and submitted to County within six months of completion of the audit required pursuant to this Section 23, unless a different time is specified by County. The audit submitted must include Subrecipient responses, if any, concerning any audit findings.
- 23.1.7. Pay all costs for any audit required or requested pursuant to this Section 23, 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.
- 23.2. 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 in A.R.S. §11-624, "Audit of Non-Profit Corporations Receiving County Monies." If Subrecipient meets or exceeds the single audit threshold set 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.
- 23.3. Subrecipient must timely submit the required or requested audit(s) to:
- Contracts
Pima County Department of Community & Workforce Development
2797 East Ajo Way, 3rd Floor
Tucson, AZ 85713
24. **COPYRIGHT.** 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 prior written approval by County. Upon approval, County will have a non-exclusive and irrevocable license to reproduce, publish or otherwise use or authorize the use of any copyrighted material.
25. **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.
26. **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.
27. **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.

28. **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.
29. **COORDINATION WITH AWARDING 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.
30. **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 Housing and Urban Development 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.
31. **PUBLIC INFORMATION.**
- 31.1. Disclosure. Pursuant to Arizona Public Records law, A.R.S. § 39-121 *et seq.*, and A.R.S. § 34-603(H) in the case of construction or architectural and engineering services procured under A.R.S. Title 34, Chapter 6, all documents submitted in response to the solicitation resulting in an award of this Agreement, including, but not limited to pricing schedules, product specifications, work plans, and any supporting documents, are public records. As such, those documents are subject to release and/or review by the general public upon request, including competitors.
- 31.2. Records Marked Confidential; Notice and Protective Order. If Subrecipient reasonably believes that some of the records described in paragraph 31.1 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.
32. **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.
33. **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.
34. **LEGAL ARIZONA WORKERS ACT COMPLIANCE.**
- 34.1. 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.

34.2. 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.

34.3. 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 34, 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.

34.4. Subcontractors. Subrecipient will advise each subcontractor of County's rights, and the subcontractor's obligations, under this Section 34 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."

35. **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

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

PIMA COUNTY

SUBRECIPIENT



Terri Spender, Procurement Director

Date: 2/10/2022



Authorized Signature

Ernest Urias, Director

Printed Name & Title

Date: 2/1/2022

APPROVED AS TO CONTENT:



Daniel Sullivan, Director or designee
Community & Workforce Development

APPROVED AS TO FORM:



Stacey Roseberry, Deputy County Attorney

- 1. PROGRAM OVERVIEW.** The One-Stop Operator (“OSO”) will assist the Pima County Community & Workforce Development Department (“CWD”) with meeting the needs of employers, workers, and job seekers in Pima County; improving best practices to assist clients with achieving required and self-determined goals; working with partners of the CWD; and utilizing best practices that are in place for a coordinated referral process used to connect all types of populations to the CWD resources.
- 2. PROGRAM ACTIVITIES.** Subrecipient will provide an OSO. The role of the OSO is to that of a coordinator. The OSO is responsible to carry out the duties and provide deliverables that meet and achieve the goals and objectives of the WIOA of 2020 and the Local Plan adopted by the Pima County Board of Supervisors. The OSO responsibilities will include, but are not limited to, those detailed in this Section 2.
 - 2.1. Are familiar and comply with federal program requirements and Pima County and ARIZONA@WORK policies, procedures and programs, and the ARIZONA@WORK Pima County Local Plan.
 - 2.2. Collaborate with Pima County to perform a critical component of WIOA implementation: Coordination of all One-Stop partners and direct service providers.
 - 2.3. Familiarizing him/herself with the various ARIZONA@WORK Job Centers/One-Stop Career Centers and their respective targeted clientele to know and understand how to coordinate and offer program services available in the workforce area that meet participants and business needs by conducting at least one on-site visit each quarter.
 - 2.4. Carry out a unique coordination of service delivery within and across the One-Stop System, convene with One-Stop partners and determine continuous improvement processes for delivery of services to customers at the ARIZONA@WORK Pima County One-Stop Job Centers.
 - 2.5. Assist CWD with making decisions, implementing, and coordinating activities for professional development and cross-training sessions for One-Stop partners and direct service providers’ staff.
 - 2.6. Review the One-Stop System customer flow system and recommend efficiencies to CWD, the Workforce Investment Board (“WIB”), and One-Stop partners.
 - 2.7. Distribute Federal and State guidelines (i.e. Training and Employment Guidance Letters) to One-Stop partners.
 - 2.8. Assist the WIB and One-Stop partners with Memorandum of Understanding (“MOU”) revisions.
 - 2.9. Provide the WIB with items for the Annual Report that includes program year statistics tallied from quarterly reports; annual measures met throughout the year including staff training, and data driven results from system improvements to service delivery; and WIOA CORE Partner data including number of individuals served, performance measures or outcomes.
 - 2.10. Prepare and present requested information to the board and/or board committees as directed by the WIB and/or CWD quarterly.
 - 2.11. Attend in person or virtual WIB Executive Committee meetings monthly.
- 3. PROGRAM GOALS/PREDICTED OUTCOMES.**
 - 3.1. Subrecipient/OSO must meet performance accountability measures and expectations against performance indicators during the fiscal program year 2021-2022; and if contract is renewed, during 2022-2023, 2023-2024, and 2024-2025 fiscal program years.
 - 3.2. Subrecipient/OSO must meet performance measures based on performance indicators and goals as outlined in the Local Plan.

4. **BUDGET.** For services provided January 1, 2022 through June 30, 2022, County will pay Subrecipient as follows:

Budget Line Item	Projected WIOA Adults	Projected WIOA Dislocated Workers	Projected WIOA Youth	TOTAL
Operating Budget				
Administrative Expenses	\$157.50	\$157.50	\$158.00	\$473.00
Professional & Outside Services	\$3,640.00	\$3,640.00	\$3,640.00	\$10,920.00
Other Operating Equipment	\$202.50	\$202.50	\$202.00	\$607.00
Total Operating Budget	\$4,000.00	\$4,000.00	\$4,000.00	\$12,000.00

5. **REPORTS.** Subrecipient will provide monthly updates to the WIB Executive Committee and WIB Director for inclusion in the WIB Director's Monthly Report to the WIB. The report will include: number of customers welcomed at each certified job center, including satellite and affiliate sites; success stories; system updates and number of individuals enrolled into programming as reported by WIOA Core Partners; results of customer satisfaction surveys which may include a list of recommended system improvements to address any concerns identified by customers or participants.

END OF EXHIBIT A

PIMA COUNTY ONE-STOP CONTRACTOR REPORTING

Bill to Pima County - this form is to be used for submitting all billings to Pima County One Stop.
 Invoice for the month of _____, 2022

SEND Pima County One-Stop Center
 INVOICE TO 1791 E. Ave 19th
 (HE ATTN) Tucson, AZ 85713
 OR: Attention: Hal Garcia-Torres, CAO, halgarcia@pima.gov

AGENCY SER: Jobs for Progress
 OFFICE IS 401 W 20th Street
 FOR: Tucson, AZ 85713

Agency Contract #: CT 22-234 Date: _____
 Invoice #: CT22-234

APPROVED BUDGET & BILLING DETAILS

APPROVED BUDGET	01	02	03	04	05	06	07	08	09	10	11	12	13	14
	01/01/2022	02/01/2022	03/01/2022	04/01/2022	05/01/2022	06/01/2022	07/01/2022	08/01/2022	09/01/2022	10/01/2022	11/01/2022	12/01/2022	01/01/2023	02/01/2023
APPROVED BUDGET	\$ 473.00													
TOTAL BUDGET AVAILABLE	10,920.00													
TOTAL BUDGET AVAILABLE	607.00													
TOTAL BUDGET AVAILABLE	\$ 12,080.00													

APPROVED BUDGET	015	016	017	018	019	020	021	022	023	024	YEAR TO DATE TOTALS	BALANCE AVAILABLE	CREDIT MONTH ADJUSTMENTS
	01/01/2022	01/01/2022	01/01/2022	01/01/2022	01/01/2022	01/01/2022	01/01/2022	01/01/2022	01/01/2022	01/01/2022			
APPROVED BUDGET	\$ 473.00										-	473.00	-
TOTAL BUDGET AVAILABLE	10,920.00										-	10,920.00	-
TOTAL BUDGET AVAILABLE	607.00										-	607.00	-
TOTAL BUDGET AVAILABLE	\$ 12,080.00										-	12,080.00	-

REIMBURSABLE EXPENDITURES BY FUNDING SOURCE					
FUNDING SOURCE					
LINE ITEM	WY 2022 ADJ	WY 2022 ADJ	WY 2022 ADJ	WY 2022 ADJ	TOTALS
01 - PERSONNEL					
02 - MATERIALS					
03 - TRAVEL					
04 - OTHER					
REIMBURSABLE TOTALS					

I certify that this billing is complete and accurate to the best of my knowledge and that all expenses are for the purposes set forth in the Contract/Agreement with Pima County.

Prepared by: [Signature] Date: [Date] Contract: Pima One-Stop

Approved Agency Representative: [Signature] Date: [Date] Contract: Pima One-Stop