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Pinal County

Workforce Innovation & Opportunity Act

Business Plan

2015

PINAL BUSINESS PLAN

AUGUST 2015

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Pete Rios	Cheryl Chase	Steve Miller	Anthony Smith	Todd House
DISTRICT 1	DISTRICT 2	DISTRICT 3	DISTRICT 4	DISTRICT 5

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Florence, AZ 85132

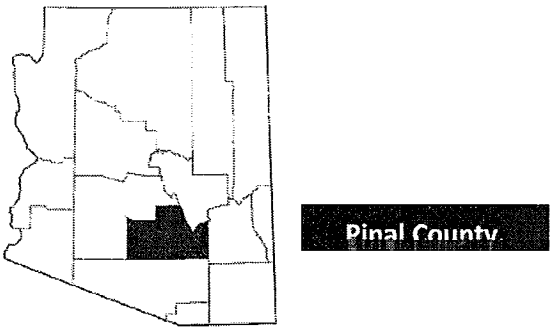
B. Executive Summary

At a minimum: counties covered; brief description of the characteristics of the local area; sector strategies area will focus on (include statewide sectors that exist in the local area plus local area specific sectors); educational information related to dropout rates and literacy information; vision and mission of the Local Workforce Area established by the Local Workforce Board; strategic plan critical issues, goals and strategies created by the Local Workforce Board.

PINAL COUNTY

Pinal County is located in the heart of the 'Sun Corridor' in the south central part of Arizona between Pima and Maricopa Counties. Founded in 1875, it is the third most populous county in the state with an estimated 387,365 people according to the U.S. Census Bureau's most recent estimate. Pinal County encompasses approximately 5,371 square miles, and in both economy and geography, is distinguished by three regions: (1) the eastern mountainous area where tourism and mining are predominant business sectors; (2) the central plain where heavy and light industrial activities are a mainstay; and (3) the quickly growing western agricultural area. Pinal County is home to four tribal nations – the San Carlos Apache, the Gila River, the Tohono O'odham, and the Ak Chin, which make up 7% of the population, but whose reservations account for more than 90% of federally protected lands.

Privately owned land accounts for just 17%. Transportation/logistics is an economic mainstay of the county, where major traffic corridors including Interstate 10 (California to Florida), Interstate 8 (Pinal County to San Diego), U.S. Route 60 (I-10 juncture to the New Mexico state line), as well as the Union Pacific and Copper Basin railway systems play an integral role in the shipment of goods throughout the U.S. Pinal County is home to hundreds of farms supporting various types of agricultural products including cotton, hay, sorghum, millet, corn, sheep, dairy and feeder cattle, along with several varieties of fruits and vegetables. Emerging technologies such as aerospace (conventional and unmanned aerial vehicles), bio-med, renewable/green energy (solar and wind), and high-tech manufacturing offer significant potential for future job growth. Improvements in the county's economic outlook during the last three years has also created robust recreational, cultural, and tourism opportunities. In mid-2015, PhoenixMart is scheduled to open in Casa Grande, a Pinal County community of 50,000 located at the intersection of I-8 and I-10. The mart, to be located on 600 acres, will be the first regional sourcing center in the western hemisphere, connecting North American manufacturers and distributors with global and domestic buyers looking for high-quality products across six industries (home and hotel, industrial automotive, food and beverage, office and recreation, electronics and accessories, fashion and variety) and multiple sub-industries. The area's affordable housing and proximity to Phoenix will be a cornerstone in Pinal County's economic development future.



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THE PINAL LOCAL WORKFORCE INVESTMENT BOARD (LWIB) MISSION

The Pinal Local Workforce Investment Board (LWIB) is dedicated to maintaining the integrity of existing partnerships in the Business Plan, with a realignment of the local workforce investment area which took place on July 1, 2015. *The LWIB's mission is to act as a catalyst for change, identifying and utilizing community resources and broad-based partnerships to improve the vitality of the economy, the quality of the workforce and the strength of the business community in Pinal County through economic development, education, and employment opportunities.*

The critical issues shown in the succeeding pages are those to be addressed over the duration of this business plan, along with the goals and strategies proposed to mitigate each issue. Contributions from the following members of the Pinal Workforce System Team are responsible for identifying these critical issues and their proposed solutions:

1. Pinal Workforce Investment Area Board Members:

Curtis Brown	Business Sector
Mila Besich-Lira	Business Sector
Sandie Smith	Business Sector
Bob Duke	Education/Adult Literacy
Brad McCormick	Workforce – CBO - Job Corps
Carol Daniel	Business Sector
Chris Bannon	Business Sector
Charles Estrada	Labor Organization
Linda Garrett	Business Sector
Liz Harris Tuck	Business Sector
Tim Durkee	RSA/Vocational Rehabilitation
Jack Beveridge	Business Sector
Kristen Jepson	Business Sector

Joan Moore	Workforce - Senior Community Services - CBO
Kim Rodriguez	Workforce – DES – CBO/Veterans Employment Services/UI/MFSW/TAA/Human Service Representative -
Lynn Parsons	Business Sector
Yvonne Jenkins	Business Sector
Kenneth Hall	Workforce - CBO – Title 1 Adult/DW/RR
Susan Aguirre	Education/Adult Literacy
Udo Cook	Business Sector
Richard Wilkie	Economic Development
Tim Kanavel	Economic Development

2. Rapid Response Coordinator– Lee French
3. Youth Program– Cara Bryant
4. Trade Adjustment Assistance Program – Susan Standen
5. Veterans Program – Jason Robert
6. Portable Practical Employment Program (PPEP) – Linda Martinez

CRITICAL ISSUES	GOALS	STRATEGIES
1. Lack of access to AZ Workforce Connection services across the local area.	To expand Workforce System services for the job seekers and businesses throughout the service area.	**A.** Increase the availability of Workforce Connections throughout the service area through expanded Access Points in San Manuel, Mammoth, Kearny, Coolidge, Maricopa, San Tan, Eloy, Arizona City and Florence. B. Launch a website completed in the summer of 2014 developing new marketing techniques including social media, links to other websites in Pinal County (e.g. county sites, libraries, schools, human service agencies, civic organizations, etc.) C. Increase outreach to businesses by hiring an additional business service representative and providing a single point of contact for employer inquiries and information. D. Collaborate with veterans

		organizations throughout the local area to identify volunteers for a coordinated outreach effort to inform veterans about AZ Workforce Connection services. E. Utilize technology (e.g. Skype, Go to Meeting, etc.) in private spaces at access points and satellite offices to reduce the need for in-person client/case manager meetings at comprehensive centers.
2. Limited alignment between Economic Development and Workforce Development.	(a) Identify and address employer needs to fill the highest demand occupations at the best wages. (b) Collaborate with associations to bring economic development stakeholders together with workforce system partners.	A. Develop a database of positions, associated skill sets, wages, and benefits through collaborations with major employers and area educators, and make this information available to all job seekers using local One-Stop services. In addition, this information will be available to all business service representatives to assist with the planning and delivery of services to the business customer. B. Allow new and existing businesses access to One-Stop location to conduct job fairs, interviews, and meetings with One-Stop partners focused on business development (sector strategies).
3. Insufficient skilled workforce.	Improve skill levels within the local workforce in response to business needs.	A. Collaborate with employers to identify specific skill gaps and the ways to close the gaps across all levels of One-Stop services. B. Expand on formal, written evaluations given to job seekers that will help emphasize strengths and weaknesses in knowledge, skills, and interests to identify qualified job candidates, as well as those who could fill positions given proper One-Stop support. C. Collaborate with educational institutions to create a pipeline of work-ready individuals with the basic knowledge, job skills, abilities and soft skills most sought after by employers.
4. Lack of awareness of	Create a service asset inventory of area	A. Create a service asset inventory of available resources through staff's

resources available within the Local Workforce Investment Area.	resources.	widespread contact with area schools, chambers of commerce, the IRS master list of 501(c)(3)'s, and other established sources. B. Create a 'road show' One-Stop overview presentation accessible on line and for in-person presentations to potential service providers. Marketing materials about the One-Stop system would also be created to coincide with the road show.

PINAL LWIA INDUSTRY SECTORS

The Pinal LWIB focuses its financial, personnel, and other resources within its workforce system on the following industry sectors:

✓	Transportation	✓	Manufacturing
✓	Health Services	✓	Mining
✓	Aerospace	✓	Ranching
✓	Bio-agriculture	✓	Recreation
✓	Renewable/Green Technologies	✓	Tourism

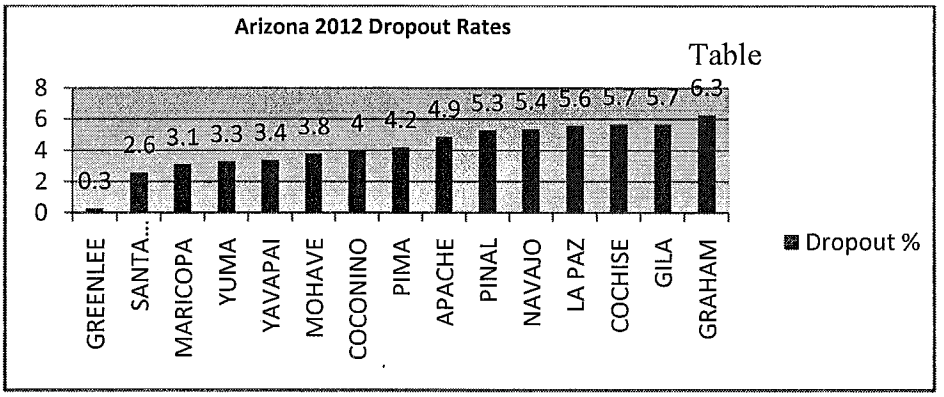
Two of the aforementioned industry sectors – Aerospace and Renewal/Green Technologies – are directly aligned with statewide sectors identified in Arizona's Integrated Workforce Plan, while other sectors are specific to the Pinal LWIA.

The LWIB has assembled a Sector Strategy Team which includes workforce development, economic development, chambers of commerce, and other partners. The team met every two weeks to discuss top industry sectors in the two counties and to gather the data on location, size, and contact information for businesses in each sector. This information was used to invite the business to the table for launch of the team. The first sector strategy session was held on October 1, 2013 and focused on health care and manufacturing.

DROPOUT AND LITERACY DATA

Table 1 represents the dropout rates in Arizona for the 2012-13 school year. A school's total enrollment is used as the basis against which dropout numbers are subsequently counted. For purposes of this plan, **dropouts** are defined as students enrolled in school at any time during the school year, but are not enrolled at the end of the school year and did not transfer, graduate, or pass away. Dropout rates are generally reported for grades seven through twelve, and are based on a calendar year that runs from the first day of summer recess through the last day of school.

Pinal Dropout Rates are among the highest in the State at 5.3% as the Arizona 2012 Dropout Rates Chart indicates:



Under terms of an agreement between Pinal County (as fiscal agent) and Central Arizona College (CAC as contractor), the college provides employment and training services to WIA Title IB youth 14 – 21 years of age in Pinal County, with particular emphasis on assistance to out-of-school youth. Services include, but are not limited to, tutoring, study skills instruction, alternative secondary school services, summer school, summer employment opportunities, adult mentoring and a host of other academically focused assistance. In addition, referrals to drug and alcohol abuse counseling are included in the requisite service mix.

The Arizona Department of Education (ADE) has historically established a set of minimum performance standards for at-risk students in grades 7 – 12 who have a documented record of academic, personal, or vocational barriers to high school completion, as well as success in the workplace. For a minimum of nine consecutive months, ADE must offer academic support including tutoring and remediation to ensure students meet academic standards adopted by the State Department of Education. Additionally, students identified as at-risk are monitored for twelve months after graduation from high school during which youth program providers must give follow-up assistance designed to assist with students' transition to post-secondary education, job training, military service, or employment. These mandates mirror closely the similar areas of assistance required under WIA youth services, and which the Pinal LWIA provides through CAC.

A determination of adult literacy levels in Arizona involves the collective outcomes of assessments in reading, writing, and math, with scores below 8th grade equivalents serving as the benchmark for literacy inhibiters. According to the National Center for Education Statistics' Estimates for Low Literacy (2003), 16% of Pinal County's population falls below the 8th grade threshold.

BUSINESS PLAN DEVELOPMENT AND PUBLIC COMMENT

The planning process for development of the Pinal 5-Year Business Plan began August 29, 2013 with a series of meetings held with the Local Workforce Systems Team:

Al Larson, CAG Regional Development Director
Christina Throop, Local EO Officer/Dislocated Worker Program/Rapid Response Coord.
Kim Rodriguez, ES Area Manager Pinal/Gila/Yuma Counties
Julie Leonard, WIA Youth Coordinator
Lee French, WIA Adult Coordinator

Barbara Valencia, WIB Program Manager
Bob Duke, Director, Workforce Development Central Arizona College

Adeline Allen, Executive Director Pinal County Housing and Community Development
Malissa Buzan, Director Gila County Community Services
Carol Daniel, Executive Director Pinal County Federal Credit Union
Debbie Osborn, Rehabilitation Services Supervisor ADES
Joan Moore, Workforce Development Director Council for Senior Citizens
Lynn Parsons, Executive Director Coolidge Chamber of Commerce
Cliff Potts, Designated Broker
Luke Jackson, Business Development Coordinator Access Arizona
Tim Kanavel, Pinal County Economic Development Director

The Pinal County Board of Supervisors received the plan on November 27, 2013 and accepted the document the same month.

Pinal Business Plan was made available for public comment from October 28, 2013 through November 26, 2013. Notice of the public comment period was printed on November 6 and 13, 2013 in the following newspapers:

Arizona City Independent
Copper Basin Newspapers
Payson Round-Up
Copper Country News
Casa Grande Dispatch
Arizona Silver Belt
Eloy Enterprises
Florence Reminder
Apache Junction News
Maricopa Monitor
Tri-Valley Newspapers
Coolidge Examiner

Notices were also posted November 6th on the Pinal County websites.

Copies of the plan were made available at the following Pinal Workforce Investment Area's Comprehensive One-Stop Center:

Pinal County Comprehensive One-Stop Center
1015 E. Florence Blvd, Suite A-100
Casa Grande, Arizona 85122

AMENDMENT AND UPDATE TO THE PINAL BUSINESS PLAN TO COMPLY WITH THE NEWLY FORMED LOCAL AREA OF PINAL COUNTY THUS BECOMING THE PINAL BUSINESS PLAN

PINAL BUSINESS PLAN AND PUBLIC COMMENT

The planning process for development of the Pinal Business Plan began February 2015 with a series of meetings with the Local Workforce Investment Board (WIB) which transitioned on July 1, 2015 to the Pinal Workforce Development Board under WIOA of 2014.

Meetings were also held at the Pinal County Board of Supervisors level. Board of Supervisors, Pinal County staff, and Pinal County's Consultant including:

Board of Supervisors:

Supervisor Cheryl Chase, Chairperson, District 2
Supervisor Todd House, Vice-Chairperson, District 5
Supervisor Steve Miller, District 3
Supervisor Pete Rios, District 1
Supervisor Anthony Smith, District 4

Staff:

Greg Stanley, County Manager
Leo Lew, Finance Officer
Adeline Allen, Director, Housing Department
Jayson Vowel, Finance

Consultant:

Gabriel Loyola

Pinal County Local WIB Members held a series of meetings during the planning process to develop the new local Workforce Investment and Opportunity Area.

Pinal County Workforce Investment Board Members:

Adeline Allen, Pinal County Department of Housing
Al Larson, Economic Development/Community Bases Org.
Bob Duke, CAC Adult Literacy/Education
Brad McCormick, Job Corps
Carol Daniel, Business Sector
Charles Wright, Business Sector
Charles Estrada, Labor Organization
Cindy Fletcher, Business Sector
Deborah Osborn, RSA/Vocational Rehabilitation
Jack Beveridge, Business Sector
Joan Moore, Senior Community Services
Kim Rodriguez, Veterans/Employment Serv./UI/MFSW/TAA/Human Serv. Rep.
Lynn Parsons, Business Sector
Lisa Hernandez, Business Sector
Udo Cook, Business Sector
Yvonne Jenkins, Business Sector
Kristen Jepson, Business Sector
Tim Kanavel, Economic Development

C. Business Plan Narrative

Local workforce system teams may choose to include additional information to provide more specific details as the Local Workforce Board deems appropriate. Graphics are encouraged to illustrate information or to provide fact-based data. Local Workforce Areas should ensure the local plan compliments and supports the State Integrated Workforce Plan and all applicable policies.

The Local Workforce Area Business Plan must describe the key strategies the Local Workforce Area intends to implement, based on its economic analysis, to achieve the governor's vision and goals.

1. ***Cross-Program Strategies – The plan must discuss integrated cross-program strategies for specific populations and sub-populations identified in the Local Workforce Area's economic analysis, strategies for meeting the workforce needs of the Local Workforce Area's employers, and regional and sector strategies tailored to the state's economy.***

Pinal County's 2012 labor force was 140,041, consisting of 127,628 employed and 17,413 unemployed individuals, resulting in an unemployment rate of 8.9%. The county's unemployment rate exceeds the state's rate during the same period by 1.6%, a reflection of the continuing struggle the county faces following several years of recession beginning in 2008.

Amid lingering unemployment statistics locally, the Pinal LWIA remains committed to Arizona's overarching workforce system goal of reducing the unemployment rate by offering employers – both new and existing – workers who can fulfill every job opening. A key state strategy for accomplishing this goal is the development of critical, industry-specific partnerships that bring together relevant employers, as well as education, human services and workforce development professionals. The Pinal LWIA utilized this *'cross-program'* approach as a conduit for coordination in 2012 by first examining labor force data, then providing a framework for levels of unemployment within certain key industry sectors. As a result, the LWIA has engaged mining industry representatives and the Arizona Commerce Authority (ACA) as partners in development of established recruitment strategies to fill more than 600 positions at Freeport-McMoRan (FCX) facilities. FCX is a leading international mining company headquartered in Phoenix with major operations in neighboring Gila County with commute times acceptable to Pinal County job seekers. The company operates large, geographically diverse assets with significant proven and probable reserves of copper, gold, molybdenum, cobalt, oil and gas. FCX has a dynamic portfolio of operating, expansion, and growth projects in the copper industry. The firm is also the world's largest producer of molybdenum and a significant gold, oil, and gas producer.

Collaboration with FCX, ACA, and the Arizona Department of Economic Security, Pinal has accomplished the following:

1. Pre-screened applicants.
2. Held resume writing and interview techniques classes.
3. Held a job fair for 75 dislocated workers where seven employers made job offers to more than 50% of the dislocated workers in attendance.

The Pinal Workforce Investment Board has the responsibility of identifying workforce challenges and developing solutions. The board is committed to continuous improvement of services to job seekers and employers by leveraging funding, expertise, and service integration, which are pillars of a cross-program strategic approach. Labor market information about employment trends, emerging industries, and occupational staffing patterns will continue to facilitate identification of job opportunities, as well as skill gaps in Pinal County. In addition to federally-gathered data, the board will utilize *Wanted Analytics* as a tool to assist staff in identifying demand occupations and trends. The tool will be an effective real-time resource available for meetings with job seekers and employers.

The Pinal Workforce Development Board (PWDB) will seek collaborations with key industry sector partners to address competitiveness issues, and serve as a convener of educational, economic development, labor and other stakeholders, to ensure a variety of stakeholder perspectives are represented.

Cross-program strategies account for one of five strategic goals that guide the activities of the Pinal workforce system and align the system with state strategies:

- Goal #1 – Cross-Partnership Strategies
- Goal #2 – Leveraging Resources
- Goal #3 – Partnerships
- Goal #4 – Improving business outreach
- Goal #5 – Increasing presence in the local areas

The goal of enhanced partnerships is specifically discussed in the following pages.

2. Partnerships – The plan must include a discussion of key strategic partnerships that are necessary to successfully implement the strategies, specify roles of specific Local Workforce Area entities and programs, and discuss how the strategies will meet the needs of employers and each sub-population.

The LWIA's imbalance between population growth (+110% in ten years) and available jobs, coupled with high levels of out-commuting strongly imply a pressing need for close integration of economic and workforce development. This need is not lost on the Pinal Workforce Development Board whose members realize their responsibility in facilitating such partnerships to ensure the area's long-term economic resiliency. With limited funding and staffing, contrasted by large rural expanses with sporadic communication infrastructure, future plans for expansion of partnerships and leveraging opportunities have not been as easily accomplished. However, there is much optimism to be garnered from increases in the area's potential labor force and the steady growth of the region's employers. In the past five years alone, population centers in Pinal County have experienced the following growth levels:

MUNICIPALITY	LABOR FORCE INCREASE
Casa Grande	51%
Coolidge	59%
Eloy	57%
Maricopa	652%

(Source: Access Arizona, 2014)

Major employers, likewise, have begun locating and expanding throughout the county as evidenced by the following list:

PINAL COUNTY
Abbott Labs/Ross Product Division
Albertsons/Safeway
Apache Junction Health Center
Arizona State Prison
Asarco
Banner Healthcare
Bright International
Bull Moose Tube
Casa Grande Valley Newspapers
Central Arizona College
Corrections Corp. of America
Daisy Brand
Ehrmann Arizona Dairy
ELRUS Aggregate Systems
Flying J. Truck Stop
Franklin Food and Drug Store
Gila River Indian Community
Harrah's Ak-Chin Resort and Casino
Hexcel Corporation
Holiday Inn
Holiday Inn Express
Hunter Douglas Wood Products
Marana Aerospace Solutions
National Vitamin Company

Pinal County Continued:

Pinal County
Price Industries
Republic Plastics
Schools in Pinal County
SeaFab Metals
State of Arizona
Stinger Welding
Sun Life Family Health Centers
Truckstop of America

The Pinal Workforce Development Board must rededicate its efforts toward cross-program strategies that focus on partnerships including not only employers and workforce system partners, but partners tied to economic development, education, business groups and associations, and community service organizations that play an integral role in cross-program processes.

The rudiments of such partnerships – asset mapping across all entities – have yet to take shape with any consistency, but must, to meet both employer and job seeker needs in the most efficient, cost-effective ways available throughout the local area.

Pinal Workforce Development Board will utilize the expertise of its Business Service Team to begin the asset mapping process within the employer community, identifying their workforce needs, skill gaps, recruitment strategies, as well as advocating for work-ready job seekers who could fulfill those workforce needs. From this starting point, partner agencies within the Pinal One-Stop system will be held responsible for seeking out other partners to build upon current connections with the goal of bringing newfound pride, strength, and cooperation to a workforce system seeking all of these things.

D. Planning Development

WIA section 118 requires that each Local Board, in partnership with the appropriate chief elected officials, develops and submits a comprehensive five-year plan to the Governor which identifies and describes certain policies, procedures and local activities that are carried out in the local area, and that is consistent with the State Plan.

Describe the involvement of the Chief Local Elected Official (CLEO), the Local Workforce Investment Board (LWIB) and the stakeholders in the development of the plan.

The plan development process consisted of a series of meetings beginning August 29, 2013 involving the following workforce system partners:

- Gila/Pinal LWIB
- Economic Development Director
- WIA Title IB Youth, Adult, and Dislocated Worker program representatives
- DES Employment Services and Veterans' Services representative
- Central Arizona College representative
- Senior Community Service Employment Program representatives
- Local Chamber of Commerce Director

The Business Plan was then presented to each county's Board of Supervisors at their regular meetings with recommendations for approval. The Gila County Board of Supervisors approved the Business Plan on December 17, 2013. The Pinal County Board of Supervisors reviewed the Business Plan on November 26, 2013 and requested a change in the sector strategies for Pinal County.

The Business Plan's Executive Summary lists the specific representatives who developed and subsequently modified the plan to reflect changes requested by the State, as well as the Pinal County Board of Supervisors.

<u>NOTE #1:</u> The plan has yet to receive Pinal County BOS approval. Pinal County leadership is currently in discussions with Maricopa County leadership to determine if Pinal's re-alignment of its workforce system with Maricopa's would provide greater leverage in service delivery, as well as workforce system effectiveness overall. A re-alignment decision may occur as early as FY 2015. Despite future re-alignment plans, the Gila/Pinal Board is committed to sustaining the integrity of its workforce system until permanent re-alignment of both Gila and Pinal Counties has occurred.

<u>NOTE #2:</u> Pinal County leadership held discussions with Maricopa County leadership for several weeks and discussions came to a close with Maricopa County determining they were unable to consider entering into an agreement with Pinal County.

Pinal County leadership and Pinal WIB worked diligently toward becoming a "stand-alone" local area. This was achieved on June 24, 2015 with the Governor signing the document designating Pinal County as a stand-alone local workforce area with the designation becoming effective on July 1, 2015.

Describe the process used to make the Plan available to the public, as well as key stakeholders, and the outcome resulting from review of public comments. Describe measures taken to include or address all comments received within the review period.

The Gila/Pinal Business Plan was made available for public comment from October 28, 2013 through November 26, 2013. Notice of the public comment period was printed in various local newspapers throughout Gila and Pinal Counties. Public notice was also posted on both Gila and Pinal County websites. Copies of the plan were made available at the following Gila/Pinal comprehensive One-Stop Centers:

Gila County Comprehensive One-Stop Center
5515 S. Apache Avenue, Suite 200
Globe, Arizona 85501

Pinal County Comprehensive One-Stop Center
1015 E. Florence Blvd, Suite A-100
Casa Grande, Arizona 85122

Copies of the published notice and the distribution list are attached hereto as **Appendix 1 AND Appendix 2 respectively.** Key stakeholders were notified by email. They consisted of the LWIB members, the WIA Dislocated Worker Program Manager, Adult Program Coordinator, Youth Program Coordinator, and the Gila County Community Services Director. Throughout the 30-day public comment period, no public comments were received. Therefore, the Business Plan **does not include Appendix 3.**

Notice of Public Comment will be published in the aforementioned media concerning a subsequent 10-day public comment period for the revised Gila/Pinal Business Plan.

This amendment (July 2015) to the Pinal County Business Plan will be completed in August, 2015. Notice that an outline and description of the Amended Pinal Business Plan was available for comment was published in the following newspapers:

Copper Basin Newspapers
Tri-Valley Dispatch
Silver Belt Newspaper
Maricopa Monitor

Copies could also be viewed at:

Pinal County Administration – Florence
Pinal County Housing Department – Casa Grande
Casa Grande Comprehensive One-Stop

Key stakeholders were notified by email and consisted of:

Workforce Investment Board Members
Pinal Workforce Development Board (PWDB) appointees seated July 1, 2015

PWDB appointees included program providers from Central Arizona College and Central Arizona Governments.

At the writing of this amendment to the Pinal Business Plan, comments are still open.

Identify the local self-sufficiency standards approved by the Local Workforce Board for employed adults and dislocated workers as a percentage of the Lower Living Standard Income Level (LLSIL). Describe how the LWIB ensures the self-sufficiency level is reflective of the current labor market information.

Under procedures delineated in WIA Guidance Letter No. 01-13 dated June 27, 2013, the Pinal Workforce Investment Board has defined self-sufficiency (based on family size) for employed adults as 125% of the LLSIL and 150% of the LLSIL for dislocated workers under the non-metro classification.

Bureau of Labor Statistics wage data for the two-county area as of the second quarter of 2013 (to coincide with publication of 2013 federal poverty levels), coupled with the latest (2012) U.S. Census estimates for average number of individuals per household (rounded) in each county, were used as baselines for representing self-sufficiency for employed adults at 125% and dislocated worker self-sufficiency at 150%.

County	Employment June 2013	Average Weekly Wage (Representing 125% EA and 150% DW Self-sufficiency)	No. of Individuals per Household (Rounded)
Pinal	55,169	$ 734	3

[Note: Above chart only includes workers covered by Unemployment Insurance (UI) and Unemployment Compensation for Federal Employees (UCFE) programs.]

Pinal One-Stop staff uses the above figures as representative of self-sufficient weekly wages.

This has not been changed in the Amended Pinal Business Plan.

D.1 Service Access Sites

Provide the number and location (including address) of each of the following access sites including how the respective locations were selected:

The Pinal Workforce Investment Area has one Comprehensive One-Stop Center and one affiliate site. The comprehensive center is located in Casa Grande and the affiliate site is based in Apache Junction. Comprehensive and affiliate centers have been in operation over six years. Locations were selected based on several factors:

- Distance to partner services
- Concentration of job seekers and employers
- Area potential for economic development and job creation

- Ease of outreach to additional One-Stop customers and partners

Pinal Comprehensive, Affiliate, and One-Stop Access Points

1. **Comprehensive One-Stop Center** – The Comprehensive One-Stop Center provides core services specified in Section 134(d)(2) of the WIA, and provide job seekers and employers access to partner services specified in Section 121(b)(1). The comprehensive One-Stop has on-site WIA youth, adult and dislocated worker services, and Wagner-Peyser. Other participating mandated partners are available on-site, through electronic means, or through a formalized referral processes.

   Arizona Workforce Connection
   1015 E. Florence Blvd, Suite A-100
   Casa Grande, AZ 85122

2. **Affiliate Center** – One affiliate One-Stop Center is located in Apache Junction. The affiliate One-Stop Center may have additional partner services on site on an itinerant basis and/or provide partner services via web site, cross-training of on-site staff, or formal referrals.

   Department of Economic Security
   2114 W. Apache Trail, Suite 1
   Apache Junction, AZ 85120

3. **Access Points** – The ten Access Points are located in Apache Junction, Coolidge, Mammoth, San Manuel, Kearny, Florence, Arizona City, Eloy, Superior, and Maricopa. These offer electronic access to services which may include, but are not limited to, job search assistance, career exploration, training opportunities, unemployment information, access to computers and other office equipment, and supportive services.

City of Coolidge
Coolidge Public Library
160 W. Central Avenue
Coolidge, AZ 85128
(520) 723-6030

Empowerment Systems Inc.
2066 W. Apache Trail #116D
Apache Junction, AZ 85120
(480) 367-6937

Town of Mammoth
Mammoth Library
125 S. Clark St.
Mammoth, AZ 85618
(520) 487-2026

Town of Kearny
Kearny Library
912 Tilbury Drive
Kearny, AZ 85137
(520) 363-5861

Adelante Juntos Coalition
301 Avenue B
San Manuel, AZ 85631
(520) 385-3028

Mammoth/San Manuel Community Schools
111 South McNab Parkway
San Manuel, AZ 85631
(520) 385-2337

Town of Superior
Superior Library (Tonto Nat. Forrest)
99 N. Kellner Avenue
Superior, AZ 85173
(520) 689-2327

Maricopa Chamber of Commerce
14870 W. Hathaway Avenue
Maricopa, AZ 85139
(520) 568-9573

Eloy Veterans' Center
308 N. Main Street
Eloy, AZ 85131
(520) 423-4255

Greater Florence Chamber of Com.
McFarland Visitors' Center
Sonoran Desert Nat. Monument
Florence, AZ 85232
(520) 868-5216

Other Satellite/Access Point locations have been identified and are at different stages of implementation. Identification of these additional points of access is based on their current level of inaccessibility to comprehensive services; the lack of public transit; population characteristics based on the latest U.S. Census data, and each location's importance with respect to targeted industry sectors. Based on these criteria, the following communities within Pinal County are currently under consideration for additional satellite/access sites: San Tan, San Tan Valley (both in central Pinal County) and Queen Creek in North Central Pinal County.

How does the Local Workforce Board evaluate the needs of the community in determining that the locations and partner services meet the needs of jobseekers and the employer community?

The major Comprehensive One-Stop is located in Casa Grande in Pinal County. The PWDB evaluates the needs of job seekers and employers through strategic decision making based on mitigating barriers to employment and business growth determined by the latest U.S. Census numbers, state university data, as well as other sources of demographic and geographic data. Below are examples:

- **Language Barriers:** Staff at the center is bilingual to provide services to the Hispanic population which accounts for 29% of Pinal County's population.
- **Migrant Farm Worker Populations:** The vast areas of agricultural land in Pinal County draws a significant influx of migrant seasonal farm workers each year who require a broad mix of employment and supportive services. Thus, the MSFW program has an in-person staff presence within the Pinal Workforce Development Area's comprehensive One-Stop in Pinal County.
- **Residents Below Poverty Thresholds Based on Family Size:** The Pinal Workforce Development Area offers in-person assistance through the Community Action Program, Section 8 Housing, Home Weatherization, and other needs-based programs where income eligibility is a prime criterion for receiving assistance.

The PWDB is in the process of developing a user-friendly website to include interactive maps, sign-in forms, survey questionnaires, and links to services. The site will have the capability of tracking visitor activity for data analyses to determine the most sought after job seeker needs, as well as locations where service needs are more widespread. Site data will also help ensure that veterans are identified and given priority of service. The Workforce Development Committee and Site Managers will meet regularly to review the data and report results to the PWDB.

For the business community, an employer database is currently under development to collect information about each employer contacted by the local area's business service representatives. The database will contain information on business location by city and zip code, number of employees, types of positions for which the employer hires, employer contacts, products and services offered, and in which industry sector the employer should be categorized. This will assist business service representatives to effectively serve businesses in the Pinal Workforce Development Area without duplicating or overlapping their efforts. In addition, the database will help inform future decisions of the sector strategy committee and provide employer contact information for en masse distribution of announcements concerning meetings, special events, job fairs, etc. The timeline to have the database functional and partners and staff trained is July1, 2016. Customer demand for bilingual information on the web site will be evaluated once the site is functional.

How is it decided if additional services or partners are needed and how they will be incorporated into the existing access site structure?

The need for additional partners and services is based on those decision elements noted in the preceding pages. Frequent reviews of these decision elements will ensure their continuing validity. The responsibility for these reviews rests with the Workforce Development Committee, who will bring their recommendations for additional partnerships/services to the PWDB for final approval. Upon approval of additional partners, staff will be trained on other partners' services in the One-Stop. This training shall be conducted by the Site Managers on an ongoing basis with all One-Stop partners and staff.

Describe how the Local Workforce Area will ensure that each site complies with the state chartering and certification policies.

The Pinal Workforce Development Area shall comply as set forth in State Workforce Policy #04-2013 – One-Stop Certification Process. In order for a Comprehensive One-Stop Center to be certified, the Pinal Workforce Development Area will follow the criteria below:

- Workforce Board's Mission Statement is posted and visible to public.
- Full-time hours of operation are posted on the door or in view of the outside entrance;
- Site manager has been assigned by the One-Stop operator with a job description that is inclusive of overseeing the day-to-day operations of the center as described in the State Workforce Policy #01-2013 regarding Service Integration.
- The Welcome function, Skill and Career Development function, and Business Services function shall be established according to the Service Integration Policy #01-2013.

- Staff development and capacity building to ensure individuals working with customers have the skill and knowledge needed to provide quality customer service.
- Core, intensive and training services under WIA as amended by WIOA will be provided as follows:
    - ✓ Triage and Initial Assessment
    - ✓ Core Services without Significant Staff Involvement
    - ✓ Core Services with Significant Staff Involvement
    - ✓ Intensive Services
    - ✓ Training Services
- Partner programs are either co-located or virtually accessible, either directly or through referrals.
- Business Plan shall be submitted to the State Administrative Entity where a set of proposed annual performance measures shall be listed.

Pinal is committed to reviewing, analyzing, and revising the service delivery system to ensure compliance with state chartering and certification policies. The PWDB is continuously working with the Workforce Development Committee and partners to provide seamless services that benefit job seekers and employers. One-Stop partners and staff will be cross-trained on a quarterly basis to have a clearer understanding of services provided by each partner agency. The Workforce Development Committee and the Site Managers will monitor and ensure all sites are in compliance with state policy, including satellite/access points. These centers shall, at a minimum, provide technological access to service information and basic self-directed core services.

Describe emergency procedures to ensure the safety of individuals working and using the sites.

The Comprehensive One-Stop has an emergency evacuation plan and procedures in place. Annual emergency drills take place to ensure processes are understood and implemented accordingly. The Site Managers provide training with all partners on safety and fire emergencies. Safety procedures also involve identification of potentially troublesome clients and strategies for defusing problems created by such clients. A panic button has been installed in the Casa Grande One-Stop at the receptionist's desk and in the resource room for a staff person to make others aware of a disruptive client. All clients are escorted to and from the lobby to guarantee the safety of staff. Above all, safety is paramount with respect to all interactions among staff and customers in the One-Stop system.

Outline a marketing strategy for creating awareness of services provided and connecting with all job seekers and employers in the Local Workforce Area and steps to be taken to align with the state plan outreach strategies.

The Pinal Workforce Development Area uses a variety of marketing strategies to communicate to the public the services available through the One-Stop System. The following resources are being used as outreach tools: (1) networking with community based organizations, (2) brochures, flyers, and posters; (3) television and radio PSA's; (4) newspaper articles; (5) job fairs, (6) memberships in local chambers of commerce; and (7) notices in Access Points throughout the county.

As noted earlier in this plan section, the Pinal Workforce Development Area is in the process of developing a new website, which will also serve as a marketing tool to expand the area's reach electronically. The site will offer workforce news of interest and a calendar of events and activities including job fairs and veterans' events. In addition, the Pinal Workforce Development Area will establish a presence on social media sites such as Facebook, Twitter, and LinkedIn where increasing numbers of employers and job seekers go for essential information and updates about state and local workforce systems.

The "Arizona Workforce Connection" brand which is used throughout the state will continue to be utilized on all marketing materials for job seekers and employers. This brand is associated with the statewide One-Stop System.

E. Administrative Structure

Reference Local Governance Policy; One-Stop Delivery System Policy; One-Stop Certification Policy

The Local Workforce Board is appointed by the chief elected official(s) in the local area in accordance with State criteria established under WIA section 117(b), and is certified by the Governor every two years, in accordance with WIA section 117(c)(2).

Local Boards must designate an operator that will ensure seamless service delivery within each One-Stop Center. The operator must ensure seamless service delivery in all affiliate and comprehensive One-Stop Centers to include details of day-to-day functional supervision that may take the form of a site manager or other means as determined effective.

E.1 Leadership Structure

Indicate who the One-Stop Operator is and describe how they were selected – competitively bid or a consortium of 3 or more partners. If a consortium – identify the partners.

A consortium of partners consisting of the Arizona Department of Economic Security (Wagner-Peyser); Dislocated Worker; and Portable Practical Education Preparation (PPEP) and the LWIB and Local Elected Officials have named Pinal County Housing Department Director Adeline Allen as the temporary Pinal One-Stop System Operator. All parties have approved an MOU (Appendix G), which delineates their roles and responsibilities with respect to One-Stop system operations.

The Pinal County Board of Supervisors along with the consortium temporarily named Adeline Allen, Director of the Pinal County Housing Department as the Casa Grande One-Stop Center Operator. It is anticipated that Pinal County local area in conjunction with the Pinal Workforce Development Board, will offer a request for proposal under WIOA to conduct a competitive selection process for the One-Stop Operator by July 1, 2017.

Individuals representing the aforementioned One-Stop Operator entities are as follows:

- Kim Rodriguez, Foreign Labor Certification Coordinator and Employment Services Manager/Wagner-Peyser for Gila/Pinal/Yuma Counties
- Kari Hogan, CFO for Portable Practical Education Preparation (PPEP).

The PWDB Executive Committee, in conjunction with the Pinal County Board of Supervisors, selected the One-Stop Operator and designated Pinal County Housing Department as the lead agency for the local area. As lead agency, Pinal County Housing Department Director Adeline Allen will be responsible for day-to-day operations, coordination and management of the Comprehensive One-Stop Center. One-Stop Operator Adeline Allen meets at least quarterly to discuss service mix, service flow, and other issues as appropriate.

Provide an organizational chart that delineates the relationship between the agencies involved in the workforce development system, including the Chief Elected Official, administrative entity, fiscal entity, One-Stop Operator and the required One-Stop partner programs and lines of authority.

Pinal Workforce Development Business Plan contains the organizational chart of the Gila/Pinal Workforce Development System (Appendix B-1). Appendix B-2 contains the current/updated organizational chart for the stand-alone Pinal Workforce Area. The chart identifies the tiered levels of responsibility within the system including chief elected officials, Pinal County as the WIOA grant recipient, the Pinal Workforce Development Board, Board sub-committees, One-Stop Operator Adeline Allen, and Partner Programs including WIOA Title I programs and other partners.

Describe the Local Workforce Investment Board structure and its relationship with the Chief Elected Official(s).

The Pinal Workforce Development Board is comprised of 51% private business members, 20% members from required identified areas of the workforce, and the remaining membership from the public sector; all who are appointed by the Pinal County Board of Supervisors. Members are appointed for 2 and 4-year terms and may be re-appointed to consecutive terms. The Pinal Workforce Development Board recommends board member appointments via majority vote to the Pinal County Board of Supervisors (BOS), based on prospective appointees' affiliation with Pinal County. Generally, a BOS appointment decision is made within 60 days following a recommendation.

Pinal leadership fully recognizes that the current process for recommending new Pinal Workforce Development Board (PWDB) members, as well as the PWDB's relationship with chief elected officials, has historically been about transactional necessity, rather than taking deliberate steps to advance the PWDB's influence and impact on the region it serves.

Describe the role of the Chief Elected Official in the governance and implementation of WIA in the local area.

The chief elected officials on the Pinal County Board of Supervisors are representatives of 5 Supervisor Districts. The 5-member board is responsible for oversight of the County's finances including WIOA funding, since Pinal County is the grantee of record and fiscal agent for the Pinal Workforce Development Area. The One-Stop system temporary operator, Adeline Allen, provides the Pinal County BOS with meeting minutes of all Pinal Workforce Development meetings, and Housing Director/One Stop Operator Adeline Allen will frequently be called upon to present workforce matters of interest to the BOS including new board member nominations, funding allocations for each new WIOA program year, as well as partnership funding, services, and resource leveraging among workforce system partners.

Identify the entity responsible for the administrative functions in the delivery of WIA services.

Pinal County is the designated entity responsible for the administrative functions in the delivery of WIOA services. Pinal County Board of Supervisors is the WIOA grant recipient.

Identify the entity responsible for the disbursal of grant funds, as determined by the Chief Elected Official.

Pinal County as Grant Recipient is the designated entity responsible for disbursal of WIOA grant funds. Pinal County has established fiscal controls and fund accounting procedures necessary to assure the proper disbursal and accounting of federal funds allocated to all related programs, according to generally accepted accounting principles. Pinal County, as Grant Recipient, is responsible for complying with all applicable uniform cost principles and administrative requirements for grants and agreements included in the appropriate circulars and rules as promulgated by the Federal Office of Management and Budget, United Stated Department of Labor and the State of Arizona, Department of Economic Security (ADES).

E.2 Youth Councils

Describe the Local Workforce Area Youth Council, its membership, meeting schedules, purpose, and relationship to the Local Workforce Investment Board.

The Pinal Workforce Development Area is in the process of re-establishing its Youth Committee as a subcommittee of the PWDB. The initial meeting of the PWDB held July 16, 2015, appointed Yvonne Jenkins, Mila Besich-Lira, Brad McCormick, and Cara Bryant to the newly formed Youth Committee. Chair Udo Cook appointed Yvonne Jenkins as the chair of the new committee. The Youth Committee and chair were ratified by the PWDB. At their first meeting the Youth Committee will develop the mission and vision of the Youth Committee, as well as a framework for recruiting new members. Meeting attendees included PWDB members, the WIOA Adult/DW Program Manager, Youth Program providers from Central Arizona College, and members of Pinal County and One-Stop staff. At the Youth Committee's first meeting they may discuss the following goals:

- Involve youth of varied backgrounds in decision making.
- Conduct resource mapping to identify as many youth service providers as possible and create a database of these resources.
- Strengthen collaborations with educators.
- Reconnect out-of-school youth to educational programs and other resources to facilitate their transition into work, post-secondary education and training, and adult responsibilities.

- Support parents in their efforts to bring awareness of local and regional opportunities leading to stable, productive relationships with their teens and young adults.
- Identify web-based tools that will help youth assess their skills and interests; prepare them for post-secondary studies; connect them with academic and occupational learning resources; and lead them to unsubsidized employment, apprenticeships, internships, and other employment opportunities.

Meetings of the Youth Committee will be called by Youth Committee Chair Jenkins on an as-needed-basis.

Describe how the Local Workforce Area Youth Council will provide guidance and oversight to ensure the needs of youth are being met.

The Youth Committee activities, as well as related fiscal and programmatic operations within the One-Stop system, will be monitored by PWDB staff, with technical assistance and training support coming from the state's monitoring personnel. PWDB staff will evaluate local youth providers by reviewing appropriate quarterly performance data against established youth outcome measures, and will request guidance from the State Department of Education regarding ways to improve upon results.

Describe the role of the Youth Council in the procurement of youth services.

The Youth Committee shall utilize a Pinal-County-sanctioned Request for Proposal process similar to the Gila County-sanctioned Request for Proposal procurement process that was used in 2012 to select eligible service provider Central Arizona College for the Pinal Youth Program. Upon proposal reviews, the Youth Committee will forward its recommendations to the PWDB. Contract(s) based on recommended proposal(s) will then go forward to the Pinal County Board of Supervisors for final approval.

E.3 Procurement

Describe the competitive and non-competitive process used to award grants and contracts for activities under WIA Title 1B, including how potential bidders are made aware of the availability of grants and contracts. Include the process to procure training services that are made as exceptions to the ITA process.

The Pinal Workforce Development Area utilizes a Pinal County-sanctioned Request for Proposal procurement process to select eligible service providers. The competitive process is open to the public via public notices in local news media and on county web sites. Upon proposal reviews, the PWDB's recommendations are forwarded to the Pinal County Board of Supervisors in the form of contracts for final approval.

Funding recommendations are based on the total score from individual ranking sheets. Once approved by the PWDB, funding recommendations are forwarded to the Pinal Board of Supervisors for approval. Funding for any and all proposals is subject to funding availability per U.S. Department of Labor allocations.

The Pinal Workforce Development Area reserves the right to:

- Renew contract(s) for a second year and third year without issuing an RFP for the second year.
- Accept or reject any or all of the proposals received and to cancel in part or in its entirety a request if it is in the best interest of the counties to do so.
- Negotiate necessary adjustments in proposed funding levels and program activities.
- Fund agencies outside the order of rating recommendations.
- Direct subcontractors to implement changes in accordance with state directives made to comply with the Workforce Investment Act as amended by the Workforce Investment Act of 2014 and applicable regulations.

Pinal Workforce Development Board (PWDB) plans to issue an RFP for Youth Services in 2016 with contracts signed and the Youth Provider beginning services under the new contract on July 1, 2016.

Describe criteria used for awarding grants for youth activities, including criteria used to identify effective or ineffective youth activities and providers of such activities.

Youth Request for Proposals are ranked based on established criteria for the Scope of Work. Criteria to be used in awarding youth providers shall include:

- Executive Summary: target population, service site, facility, outreach/marketing, cost effectiveness, and performance standards
- Needs/Community Assessment: geographical area, statistics, needs of the targeted area, maps and tables to support the narrative
- Design and Delivery: activities/services for the different targeted areas and clear definitions of activities, quality and innovative approaches; outcomes that meet or exceed performance; partnerships; and youth retention
- Composition of the Collaborative/Partnership: specific responsibilities of each partner; written agreements, partner services clearly stated
- Experience: Past performance - qualified staff, organization chart, staff job descriptions.

The following categories serve as the Pinal Workforce Development Board's performance and reporting requirements during the contract period. These categories are subject to change. The following categories have been assigned points to be utilized to assess each contractor's progress toward the attainment of requirements on a quarterly basis:

- Attainment of Federal Performance Measures (20 points) and contractor has met or exceeded performance measures
- Expenditures (10 points) and expenditures are in-line with RFP and federal guidelines
- Service levels (10 points) and contractor has enrolled the number of participants in the contract
- Program monitoring outcomes (20 points) and contractor will be monitored by staff twice a year to ensure program compliance

- Fiscal monitoring outcomes (20 points) and contract will be monitored by staff twice a year to ensure fiscal compliance
- Monthly/quarterly reports, etc. (20 points)

Other organizations not currently or previously providing youth services will be evaluated on information obtained from references submitted in the "Reference" section of the RFP. The reference source will be asked to provide an overall assessment of program performance and capabilities including:

- Actual performance vs. planned goals
- Type of program services funded
- Participant characteristics (number served, age, target group)
- Geographic area served
- Grant amount and duration (including date(s) funded)
- Fiscal accountability
- Reporting and record keeping performance/capabilities
- Customer satisfaction

The Pinal Workforce Development Board expects that each provider will consistently improve performance from quarter to quarter, i.e. percentage increases. Pinal County's WIOA Administrative Staff will provide technical assistance and training, based on individual agency needs, to improve WIOA performance.

Describe the procedures established for providers of youth or training services to appeal a denial of eligibility, a termination of eligibility or other action by the Local Workforce Board or One-Stop Operator.

The following contains details of the Administrative Appeal Procedure for organizations/individual(s) who wish to file a complaint based on the funding recommendation process for WIOA programs. The Appeal Process shall adhere to Pinal County's process.

Requesting an Appeal

Appeals must be submitted in writing.

1. Appeals may be made only for an alleged violation of the proposal review process, which resulted in discrimination or unfair consideration.
2. When an appeal is made, the committee may make the following recommendations:
   - There was compliance with applicable procedural requirements.
   - Any deviation from applicable requirements was not substantive and did not significantly affect the results. A recommendation of changes to be adopted for future RFP review process is in order.
   - There was a deviation from applicable procedural requirements that may have significantly affected the outcome. Committee may recommend review or other appropriate action. The recommendation may be made to the Pinal Workforce Development Board.

3. The written appeal request must be delivered to the Pinal Workforce Development Board by the end of the second business day after the Committee makes its recommendations.

   Appeal Requests are submitted to: Pinal Workforce Development Board
   Attn: Adeline Allen
   970 N. Eleven Mile Corner Road
   Casa Grande, AZ 85194

4. The Appeals Committee will be composed of three (3) members. The Workforce Development Board Chair will identify three (3) PWDB members to hear appeals and two (2) members to stand as alternates in the event an Appeals Committee member is unable to participate. Representation of the PWDB Appeals Committee should be reflective of as many diverse representative sectors as possible to minimize the possibility of conflicts of interest. If a representative of the organization/individual(s) requesting an appeal hearing is not present, the appeal request will be automatically denied.

5. In the event that an appeal is upheld, the Appeals Committee will forward its decision(s) to the Youth Committee for further consideration. Final recommendations will be forwarded to the PWDB. Once reviewed by the PWDB, the appeal will be forwarded to the Pinal County Board of Supervisors for final approval.

E.4 Communication

Describe how the Local Workforce Area will communicate performance results to stakeholders.

The Arizona Department of Economic Security provides monthly Red and Green Reports to the Pinal workforce staff. These reports track the Youth, Adult, and Dislocated Worker performance outcomes versus yearly, established performance measures. The reports are then provided more broadly to workforce system staff on a monthly basis and quarterly to stakeholders including the PWDB and partners at quarterly Pinal Workforce Development Area meetings. The Pinal Workforce Development Area meeting is an opportunity for stakeholders and partners to review the performance results.

Beyond WIOA related performance outcomes, the Pinal Workforce Development Board will review performance outcomes on a quarterly basis for the other partner programs within the One-Stop system. This information will also be provided to the Pinal County Board of Supervisors. Going forward, the performance measures will be posted on the new Pinal Workforce Development Area website.

Describe how the Local Workforce Area will communicate financial information and service information to stakeholders.

The financial information will be presented to the PWDB during its regular meetings by the Executive and/or Fiscal Committees. The service information will be presented by the Workforce Development Committee. PWDB members and system stakeholders have the opportunity to receive the information and provide input during these meetings. Pinal County Housing Director/One Stop Operator Adeline Allen reports financial information and performance outcomes quarterly to the PWDB and Pinal County Board of Supervisors, and posts reports on the Pinal County (www.pinalcounty.gov) website.

Describe the communication protocol and how the Local Workforce Board, local elected officials, partners and all staff are informed on a regular basis regarding activities, performance outcomes, and budgets with at least one joint meeting held annually between the Chief Elected Officials and the local board.

- Local elected officials are updated quarterly at a regular board meeting by the Housing Director/One Stop Operator Adeline Allen.
- Partners and staff are kept up to date by the Site Managers with monthly or as-needed meetings to discuss needs of clients, along with any changes in their programs.
- Site Managers report to the PWDB at each scheduled meeting on service information, needs, or changes.
- Pinal Board of Supervisors are updated on a quarterly basis.

Describe in detail how the local board will resolve conflicts that may arise (but not limited to) the following:

- **Board Members**
  Any grievance/conflict will be submitted in writing to the Chairman*. The Chairman would then try to resolve the issue. If the Chairman cannot resolve the conflict, an outside mediator is brought in to resolve the conflict and give the Board a recommendation if board action is necessary. If the grievance/conflict is with the Chairman, the Vice Chair would follow the same procedures, but would be the first contact.
- **Service Delivery Partners**
  Any grievance/conflict must be submitted in writing to the Site Managers. The Site Managers would notify the Chairman* and work together to resolve the grievance/conflict. If the grievance/conflict is with a Site Manager, the Chairman would work with the Executive Committee to try to resolve the grievance/conflict. If they can't resolve the conflict, an outside mediator would be brought in to resolve the conflict and give the Board a recommendation, if Board action is necessary.
- **One-Stop Partners**
  Any grievance/conflict must be submitted in writing to the Site Managers. The Site Managers shall notify the Chairman of the PWDB. The Housing Director and Site Managers would work together to try to resolve the grievance/conflict. They shall keep the Chairman* of the PWDB informed. If necessary, the Chairman can be asked to help resolve the grievance/conflict. If they can't resolve the conflict, an outside

mediator would be brought in to resolve conflict and give the PWDB a recommendation, if Board action is necessary.

*If the Chairman is not available or has a conflict of interest, another board member may be appointed by the full PWDB.

F. Equal Opportunity and Affirmative Action

Reference Local Governance Policy; One-Stop Delivery System Policy; One-Stop Center Certification Policy.

A system that includes compliance with WIA Section 188, Title IV of Civil Rights Act of 1964, Section 504 of Rehabilitation Act of 1973, Age Discrimination Act of 1975 and Title IX of the Education Act of 1972, and the current State of Arizona Method of Administration.

Describe how each access site identified in D.1 will ensure compliance with the State's Methods of Administration (i.e., Equal Opportunity and Americans with Disabilities Act requirements).

Pinal's One-Stop Comprehensive Career Center fully complies with the Americans with Disability Act, Section 504 of the Rehabilitation Act of 1973 (amended); Section 188 of the WIA of 1998; the Age Discrimination Act of 1975; Title IX of the Education Act of 1972; and 29 CFR Part 37. This degree of compliance applies to all recipients, programs or activities that are part of the One-Stop delivery system and operated by One-Stop partners listed in section 121(b) of the WIA, to the extent that the programs and activities are being conducted as part of the One-Stop delivery system.

Using U.S. Department of Labor's (ETA) Technical Guidance Letter 31-11 dated May 25, 2012 as a benchmark, the Pinal Workforce Development Area applies the following stipulations to its One-Stop system processes:

(1) It is against the law for this recipient of Federal financial assistance to discriminate on the basis of the following against any individual in the United States:
   - race, color, religion, sex, national origin, age, disability, political affiliation or belief; and against any beneficiary of programs financially assisted under Title I of the Workforce Investment Act of 1998 (WIA), on the basis of the beneficiary's citizenship/status as a lawfully admitted immigrant authorized to work in the United States, or his or her participation in any WIA Title I financially assisted program or activity.

(2) The recipient must not discriminate in any of the following areas:
   - deciding who will be admitted or have access to any WIA Title I financially assisted program or activity
   - providing opportunities in, or treating any person with regard to, such a program or activity
   - making employment decisions in the administration of, or in connection with, such a program or activity

Beyond the essential compliance efforts stated above, the Pinal Workforce Development Area has developed the following operational 'equal rights' system:

Designation of Local Level Equal Opportunity Officer. The Local Equal Opportunity Officer's name is posted on the "Equal Opportunity is the Law" posters in each of the One-Stops. EEO training in the One-Stop is conducted on a yearly basis with all WIA programs.

Notice to Special Populations. The Pinal One-Stop has a notice and communication system accessible to everyone entering the One-Stop. The "Equal Opportunity is the Law" posters in English and Spanish are posted in the One-Stop Center. "Equal Opportunity is the Law" forms are provided to WIA enrollees, who must acknowledge receipt of the document. The forms are then placed in their participant files. Individuals with limited English proficiency are made aware of their rights utilizing bilingual staff, and other customers are made aware of the availability of nondiscrimination policies in service orientation sessions.

Review of Assurances, Job Training Plans, Contracts, and Policies and Procedures. The Pinal Workforce Development Area ensures federal EO compliance with programmatic and architectural accessibility (i.e. reasonable accommodations) for individuals with disabilities, and complies with EO policies. Whenever possible and with proper notice (generally 48 hours), the One-Stop in the Pinal system fulfills requested accommodations for individuals requiring assistance with hearing, site, movement, and other disabling conditions that may affect their ability to participate fully in the One-Stop system customer experience.

Universal Access. The Pinal Workforce Development Area provides universal access. Visual representations of such accessibility are displayed throughout the One-Stop location, and the Pinal Workforce Development Area will reinforce such universal access messages on its new web site.

Compliance with Section 504 and the Rehabilitation Act of 1973, as Amended and 29 CFR part 37. The Pinal Workforce Development Area has adopted an equal opportunity and non-discrimination policy. A yearly WIA Equal Opportunity and Non-Discrimination audit is conducted by the State Equal Opportunity Officer to ensure compliance with Equal Opportunity policies. Pinal has been in continuous compliance with these annual audits.

Data and Information Collection and Maintenance. The local Equal Opportunity Officer, with the assistance from the One-Stop staff, collects and maintains EEO data with regard to system registrants and participants, then maintains this information in the AZJobConnection electronic workforce system.

Monitoring Recipients for Compliance. Pinal has two sub-recipients: Central Arizona Governments (CAG) – Adult Program; Dislocated Worker and Rapid Response; and Central Arizona College – Youth Program. These sub-recipients are monitored for EEO-related complaints once a year and provided staff training accordingly based on the state's Methods of Administration.

Compliant Processing Procedures. The Pinal workforce system developed and implemented complaint and grievance procedures. Program participants are provided with information about the Pinal Workforce Development Area's complaint and grievance policies upon enrollment and receive a copy of the complaint policy which they must sign, having acknowledged they have

read and understand the information. A signed acknowledgement of the complaint and grievance procedure policies is placed in each registered participant's file.

The One-Stop complaint system includes a One-Stop complaint form for all One-Stop users.

Corrective Actions/Sanctions. The Pinal Workforce Development Area has developed procedures and policies according to WIA Guidance Letter #03-10, which offers corrective and remedial actions designed to address violations and establish minimum time frames necessary to correct each violation. The procedures provide those steps involved with recognizing and addressing discrimination, as well as follow-up monitoring to ensure remedial actions are fulfilled and violations are corrected.

Compliance Assurances – Contractors and Service Providers

The Pinal Workforce Development Area is committed to making all services, facilities, and information accessible to individuals without regard to race, color, religion, sex, national origin, age, disability, political affiliation or belief. This applies to all programs, activities, and services provided by or made available to potential employees, volunteers, contractors, service providers, licensees, clients, and potential clients within the Pinal One-Stop Comprehensive Center. To reinforce this commitment, all contractors and service providers are required to provide written assurance in their agreements, grants, and contracts that they are committed to and will comply with related laws and regulations as mentioned previously in this section.

The Pinal Workforce Development Area has established a comprehensive communication system – written and electronic - accessible to all registrants, applicants, eligible applicants/registrants, applicants for employment, employees and interested members of the public, making them aware of the WIA One-Stop's obligation to operate its programs and activities in a nondiscriminatory manner, and the extent of the rights of members of these groups to file complaints of discrimination.

Provide contact information and identification of the Local, State, and Federal EO Officers available in all facilities used to conduct WIA Title 1 funded activities or trainings.

Local EO Officer
Cathy Bohland
Pinal County EO Officer
31 N. Pinal Street, Bldg. A
Florence, AZ 85132
Cathy.Bohland@pinalcountyaz.gov
Phone: 520-866-6000 - Fax: 520-866-6512

State EO Officer
Lynn A. Nedella
Arizona WIA EO Officer
Employment Administration

Department of Economic Security
1789 W. Jefferson Site Code 920Z
Phoenix, AZ 85507
Phone: 602.542.3957
Fax: 602.542.2491
TTY/TDD: 7-1-1
LNedella@azdes.gov

Federal EO Officer

Naomi M. Barry-Perez
Civil Rights Center Director
U.S. Department of Labor
200 Constitution Avenue NW, Room N-4123
Washington DC 20201
Phone: 202.693.6502
Fax: 202.693.6505
TTY: 202.693.6516

Department of Economic Security
1789 W. Jefferson Site Code 920Z
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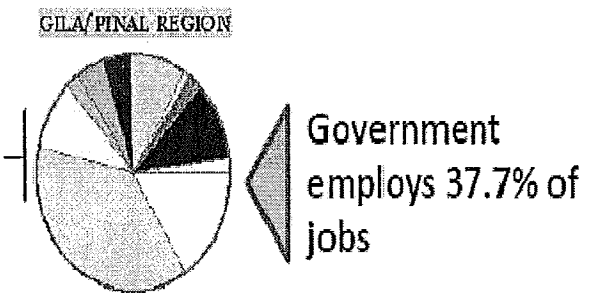
G. Evaluation and Market Analysis

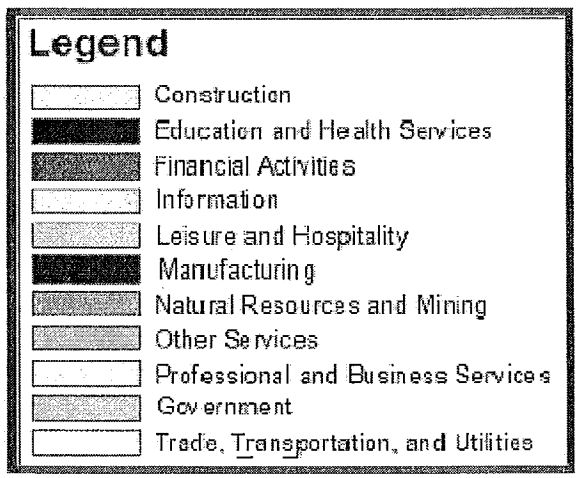
Reference Local Governance Policy; One-Stop Delivery System Policy, Balanced Scorecard
The Local Workforce Area Business Plan must describe the labor market and economic context in which the local workforce system (including all the programs in the State Integrated Workforce Plan) is operating, based on accurate and timely labor-market, demographic, and economic information, with particular attention given to high-need, under-served, under-employed, and/or low-skilled subpopulations.

The Local Workforce Area Business Plan must include the following specific information:

- ✓ ***An assessment of the current situation and projected trends of the Local Workforce Area's economy, industries and occupations, including major economic regions and industrial and occupational sectors.***

Current Situation: The State of Arizona and the Pinal Workforce Development Area were hit hard during the most recent recession, which began in December 2007 and continues to impact the state and local economies. Unemployment in Pinal County reached 5% unemployment rate at the recession's start; however, an 8.3% rate during 2014's first quarter indicates a general loss of economic activity that is still well below pre-recession values. (Source: 2014 Federal Reserve Economic Data [FRED], not seasonally adjusted). The construction sector appears to have taken the greatest downturn, although modest rebounds in construction and home values have been realized in recent months, especially in the economic region neighboring metropolitan Phoenix. Overall, a higher proportion of jobs (37.7%) are now concentrated in the government sector across the region.





(Source: Arizona Office of Employment and Population Statistics, August 2013)

Pinal County

Each new fiscal year, the Pinal County Economic Development Department issues an update of its Business Plan, outlining the specific issues where resources should be focused during the coming year. For FY 2013/14, the department selected the following three issues and offered a set of corresponding strategic goals (i.e. projections) to bring about resolutions over the next 2 to 3 years:

Issue 1: Base/Primary Job Creation

Approximately 86% of available jobs in Pinal County are government, retail, or service-related jobs with no saleable product. If this issue is not addressed:

- The County will remain dependent on residential property tax for the majority of General Fund revenues due to a lack of an industrial base.
- Residents will continue to commute great distances for work outside the county.
- Residents' quality of life will continue to suffer.
- Pinal County will continue to experience "brain drain" of graduating high school seniors and college graduates.

Issue 2: Workforce Commuting

Approximately 54% of the Pinal County workforce commutes daily to another county to seek primary employment opportunities. If this is not addressed, it will result in:

- Continued strain on transportation infrastructure
- Contribute to severe retail leakage
- Contribute to less disposable income per family

Issue 3: Industrial Tax Base

Pinal County is highly dependent on retail and property taxes for major operating income. If this is not addressed by attracting or expanding targeted industry sectors, it will result in:

- Continuously high retail tax bills which impede growth and investment
- Possible loss of Pinal County social services as the county budget tightens
- Continued loss of skilled workers to other areas with primary/base jobs

Strategic Goal 1: Marketing Strategy

- Pinal County will enhance its economic presence on a global, national and regional scale by:
    - Continuing annual membership in the Sun Corridor partnership
    - Continuing to update and enhance the county economic development website to increase viewership by 10% annually
- Seek co-advertisement opportunities with the Arizona Commerce Authority, Maricopa and Pima Counties.
- Strive to participate in state and regional economic development activities.

Strategic Goal 2: Primary Job Creation

- Pinal County will focus efforts to retain and attract primary job creation by:
    - Continuously developing strategies that increase opportunities to attract industrial,

health services, rail services, transportation and logistics, and aerospace and defense sectors

- Implementing a Pinal County-wide Strategic Economic Plan.

Working in conjunction with all local, regional and state EDO's to enhance the County's economic development placement in the state and western U.S.

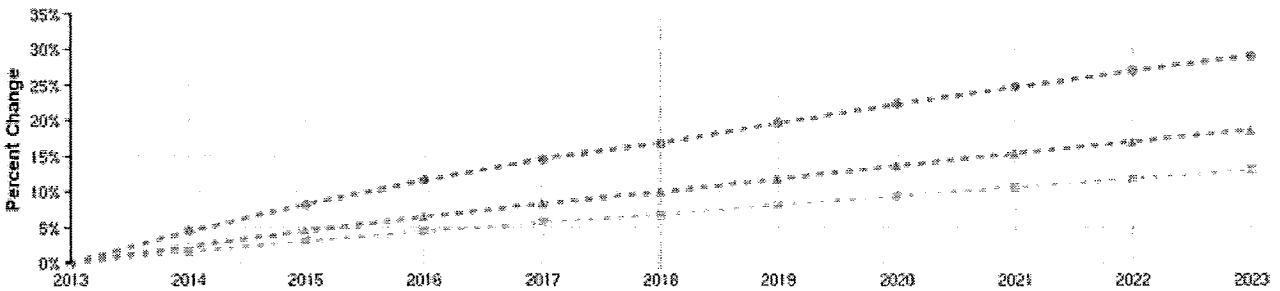
- Creating a business friendly climate within Pinal County itself by eliminating or mitigating unnecessary internal roadblocks.

Strategic Goal 3: Workforce Development (long term)

- Pinal County will develop a viable, available, skilled workforce so that the County can compete at a regional, state, and national level for primary job creating businesses by:
  - Working with the local school districts and state colleges and universities to develop the correct curriculum to compliment the job sectors the County is trying to attract.
  - Working with the Arizona Commerce Authority to secure federal and state job training grants
- Developing Pinal County's own Workforce Development Board to secure federal grants for education, programs, etc.

Projected Trends:

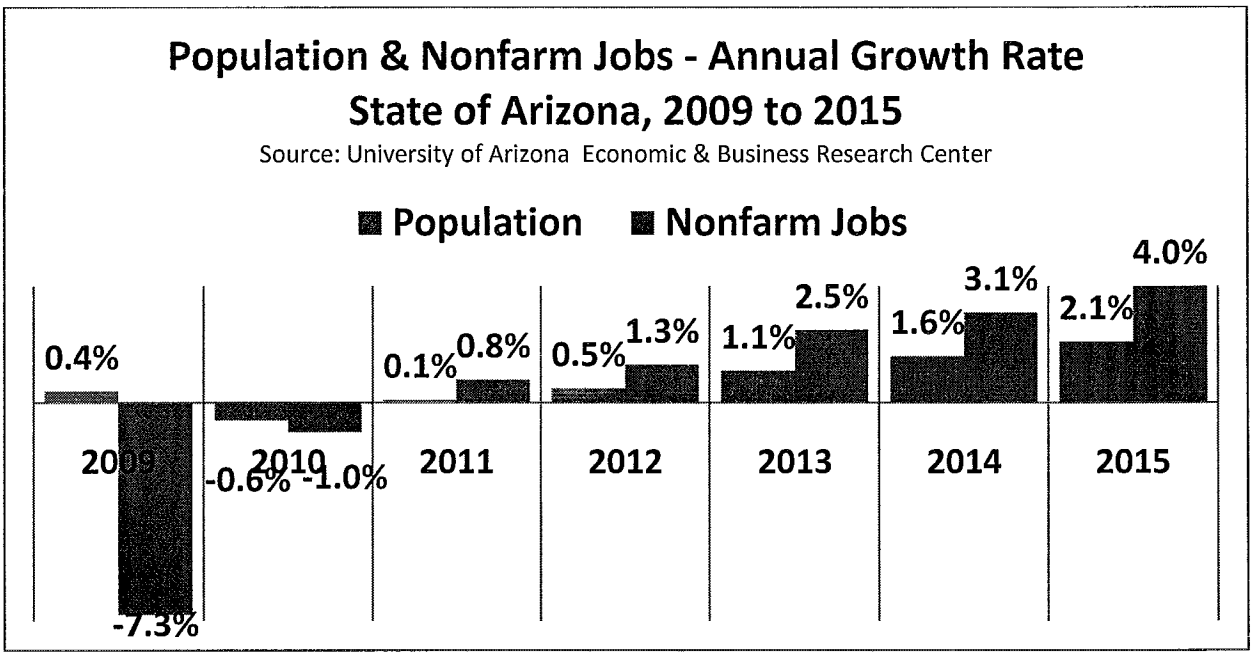
Pinal Job Numbers versus State and National Projections. Economic Modeling Specialist International (EMSI) has projected a gradual increase in jobs for the Pinal Workforce Development Area at a rate faster than the State and the U.S. (See the following table.).



	Region	2013 Jobs	2018 Jobs	% Change
A	Pinal-Gila	103,814	121,300	16.8%
B	Nation	182,432,348	194,763,145	6.8%
C	State	3,395,115	3,732,426	9.9%

- By 2015, the University of Arizona Economic and Business Research Center predicts that the population in Arizona will increase 2.1% a year and jobs will be increasing at 4.0% a year (See table below.).

- By 2018, EMSI projects there will be 121,300 people employed in Gila County and the Pinal Workforce Development Area, a 16.8% increase from 2013.



Skill Gaps and Assessments

Skill gaps are a complex issue. Among the causes noted from day-to-day staff interactions with job seekers and employers are the following:

- **Not enough of the right graduates.** For in-demand jobs in sectors such as health care, computer science, advanced manufacturing, and aerospace, there simply aren't enough people being trained.
- **Poor yields from automated job match programs.** Some employers fill job ads with a long list of ideal requirements most applicants won't meet, resulting in low match rates and few qualified candidates.
- **Reluctance to provide training.** Many employers would prefer that job seekers and employees either have or will fund their own training, but this is increasingly unrealistic given the cost of trainings not leveraged by employer help. Additionally, the Pinal Workforce Development Area has limited funds for training and at times must rely on short-term training programs that may or may not provide the level of knowledge and skills each employer demands.
- **The growing need for soft skills.** New graduates, while tech-savvy, lack basic writing, speaking, interpersonal, and other critical soft skills essential to everyday on-the-job interactions.
- **Issues specific to older versus younger job seekers.** Young job seekers may have credentials, but are not necessarily experienced. Many older job seekers have transferable rather than precise skills and are often reluctant to enroll in training to

obtain new skills, particularly if this means they may have to help fund their own training.

- **Special Populations.** People with disabilities, long-term unemployed, people with prior legal offenses, and some veterans often have few skills and/or fewer years of formal education than other jobseekers.

Pinal Economic Regions and Areas of Greatest Industry and Job Growth Potential:

- Copper Corridor (Globe, Miami, Superior, Kearny, Winkelman, Hayden and Mammoth) – Government, Mining, Health Care and Retail (partially in Pinal Workforce Development Area and others within a commutable distance for job seekers).
- Central Pinal County (Florence, Coolidge, Eloy, Arizona City and Casa Grande) – Majority of residents work in Pinal County; Government, Retail Trade, Administrative and Support, Health Care, Manufacturing, Transportation, and Wholesale Trade.
  (Source: Central Arizona Governments, October 2013)

2. An assessment of the workforce skills and knowledge individuals need to find current and future employment in the local area, particularly those skills and knowledge identified by employers as necessary for economic growth in the Local Workforce Area.

In-depth staff interviews with clients, as well as basic skills testing (through TABE or other assessments) help to facilitate initial determinations regarding workforce skills, as well as employment barriers and employment goals. More formal on-line, self-directed assessment tools (e.g. O*Net Career Exploration Tools, Skills Profiler, Employability Check-up, etc.) available through the U.S. Department of Labor – Employment and Training Administration, are also utilized to measure clients' suitability for open positions within targeted industry sectors. Finally, training programs (including degree programs, specialized certificate programs, apprenticeships, internships, etc.) for positions identified as best suited for each client are identified and, based on funding availability, may result in a client's enrollment into training aligned with a sector-driven occupational area.

The Pinal Workforce Development Area is cognizant of the need for a more proactive, industry-targeted approach to workforce skills assessment, as well as the need to more actively engage employers in the process. Going forward, the Pinal Workforce Development Area will use the DOLETA- sanctioned "Career Pathways Toolkit" as a framework for beginning to develop a successful assessment system that (1) builds cross-agency partnerships and clarifies each partner's role in the workforce system; (2) views area employers as the keystone to a successful assessment strategy; (3) engages career and technical educators in developing relevant training programs; (4) identifies additional funding sources to build upon successful career placement and employment retention; (5) aligns policies with a flexible, forward-thinking assessment process; and (6) creates specific performance indicators and benchmarks against which success can be measured.

An important first step in building employer relationships in the Pinal Workforce Development Area (PWDA) is already in process. An Employer Needs Survey, conducted by the PWDA's

business services staff, is being populated which describes business needs, barriers, and challenges businesses face in accessing the workforce system.

3. A description of the characteristics and employment-related needs of the Local Workforce Area's population, and diverse sub-populations, including those from racial, ethnic, linguistic groups, older persons, and individuals with disabilities.

The following pages contain data that may provide some insight into industry sectors employing the greatest number of individuals throughout the Pinal Workforce Development Area, based on employment numbers during the first three months of 2014:

PINAL WORKFORCE DEVEOPMENT AREA (PINAL COUNTY)

INDUSTRY SECTOR	DATE RECORDED		PINAL COUNTY
Total Nonfarm Payroll Employment	**2014**	**January**	**55,100**
Private Sector	2014	January	35,925
Goods-Producing Industries	2014	January	6,575
Service-Providing Industries	2014	January	48,525
Private Service Providing	2014	January	29,350
Manufacturing	2014	January	3,275
Trade, Transportation and Utilities	2014	January	8,900
Information	2014	January	650
Financial Activities	2014	January	1,300
Professional and Business Services	2014	January	5,350
Education and health services	2014	January	5,775
Leisure and Hospitality	2014	January	4,875
Other Services (except Public Administration)	2014	January	2,500
Government	2014	January	19,175
Federal Government	2014	January	1,700
State and Local Government	2014	January	17,475
Total Nonfarm Payroll Employment	**2014**	**February**	**56,350**
Private Sector	2014	February	36,500
Goods-Producing Industries	2014	February	6,600
Service-Providing Industries	2014	February	49,750
Private Service Providing	2014	February	29,900
Manufacturing	2014	February	3,275
Trade, Transportation and Utilities	2014	February	8,875
Information	2014	February	650
Financial Activities	2014	February	1,300
Professional and Business Services	2014	February	5,375
Education and health services	2014	February	5,875
Leisure and Hospitality	2014	February	5,300

Other Services (except Public Administration)	2014	February	2,525
Government	2014	February	19,850
Federal Government	2014	February	1,700
State and Local Government	2014	February	18,150
Total Nonfarm Payroll Employment	**2014**	**March**	**56,450**
Private Sector	2014	March	36,475
Goods-Producing Industries	2014	March	6,600
Service-Providing Industries	2014	March	49,850
Private Service Providing	2014	March	29,875
Manufacturing	2014	March	3,300
Trade, Transportation and Utilities	2014	March	8,875
Information	2014	March	625
Financial Activities	2014	March	1,300
Professional and Business Services	2014	March	5,325
Education and health services	2014	March	5,875
Leisure and Hospitality	2014	March	5,325
Other Services (except Public Administration)	2014	March	2,550
Government	2014	March	19,975
Federal Government	2014	March	1,700
State and Local Government	2014	March	18,275

(Source: Arizona Office of Employment and Population Statistics, in cooperation with the U.S. Department of Labor, Bureau of Labor Statistics, http://azstats.gov/ces-data-query-tool/)

WARN notices issued between January 2012 and April 2014, each triggered by a layoff of 50 persons or more in the Pinal Workforce Development Area, are indicative of industry declines that may have a significant impact on certain industries in the area. These layoffs account for a minimum of 300 individuals who joined the ranks of the area's unemployed in the last two years. The list of WARN notices below was published by ArizonaJobConnection.gov at https://www.azjobconnection.gov/ada/mn_warn_dsp.cfm?securitysys=on&FormID=0&rand=457203:

Albertson's Store #968 (Grocery)	Casa Grande
Cementation (Mining)	Sandy
Hostess Brands, Inc. (Commercial Baking)	Casa Grande

SSI (Survey Sampling International) Shelton

PROFILE OF LOCAL AREA GENERAL POPULATION AND WORKFORCE

Some of the state-level data suggests a correlation between the state and the local sub-population characteristics pertaining to employment.

Attainment by Disability – Data is insufficient at the local level to accurately determine the degree to which individuals with disabilities are underserved in the region. However, 11.8% of Arizona residents with disabilities are employed in the occupation group, *Production, Transportation and Material Moving,* compared to 16.3% of the national population, suggesting this sector may attract more disabled individuals than other industry sectors.

Educational Attainment – For the population over 24 years of age, educational attainment in Pinal County, Arizona and the United States is listed below. In the population from 18 to 24 years of age, however, Pinal County residents' educational levels are considerably lower than Arizona and the U.S.

Population 18 – 24 Years				
Education Level	US	AZ	Gila	Pinal
Less than HS Graduate	16.7%	20.8%	29.7%	31.5%
Bachelor's Degree or Higher	9.3%	6.8%	2.0%	3.6%

- In the population from 25 years of age and over, education attainment in Pinal County is lower than that for Arizona and the US.

Population 25 Years and Over				
Education Level	US	AZ	Gila	Pinal
Less than HS Graduate	6.1%	6.6%	5.1%	6.0%
Bachelor's Degree or Higher	17.7%	16.8%	9.4%	12.2%

- Earnings by Gender – For the population 25 years and older, Pinal County residents are listed below indicating females are lower in all groups.

All residents 25 years or older	US Male	US Female	AZ Male	AZ Female	Gila Male	Gila Female	Pinal Male	Pinal Female
	41,661	29,422	39,873	29,589	33,693	23,817	40,663	29,397

- Transportation – The Pinal Workforce Development Area covers approximately the same square miles as the state of New Jersey, yet there are very few public transportation options. Eastern Pinal County populations are clustered in regions that are very far from other economies and commutes tend to be shorter in these areas. In Western Pinal County, many residents are commuting out of the county or to other communities in the region. The average commute is quite a bit longer than the state and federal average, and is one of the biggest challenges to the region. Coolidge receives an ADOT grant that connects the Coolidge, Florence and Casa Grande areas through bus service.

Mean travel time to work	US	AZ	Gila	Pinal
	25.4 minutes	24.7 minutes	19.3 minutes	32.1 minutes

- Older Persons – The employment status of the population over 65 has some variations across the comparison groups. An estimated 15.8% of the U.S. population over 65 is still in the workforce. In the State of Arizona, 13.8% of those over 65 are still working, and the percentages for Pinal County is 11.2%. It may look like these numbers only vary slightly, but the difference between the percentage in the workforce between the U.S. and the local region is significant. The economy relies on serving part-time and full-time retired residents, but when a larger percentage of the senior population is retired, capital is not reinvested and there is a shortage of workers that have the most experience working in and managing businesses.

In Labor Force	US	AZ	Gila	Pinal
	15.8%	13.8%	10.3%	11.2%

- Race and Ethnicity – Pinal County resembles the State of Arizona as far as the percentage of individuals who are of Hispanic or Latino origin. Both have English as a second language issues as well.

Hispanic or Latino Origin	US	AZ	Gila	Pinal
	16.1%	29.4%	17.8%	28.8%

Additional information for this section is also provided in **Appendix C** of this Business Plan.

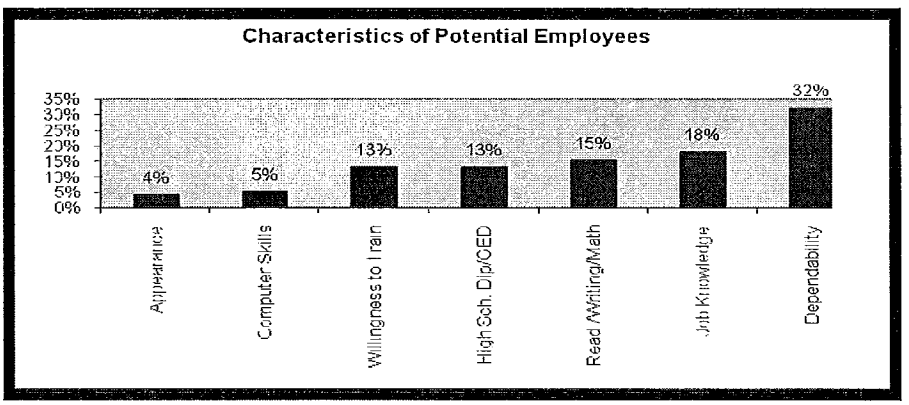
4. ***Based on the assessments above, an analysis of the skill and education gaps for all individuals within the Local Workforce Area, particularly for those individuals targeted by the programs included in the Local Workforce Area's Business Plan.***

Skill and education gaps for Pinal County are lower percentage-wise than the State of Arizona and the U.S.

The Pinal Workforce Development Board believes that the primary customer of the workforce development system is the employer. As such, significant efforts are made to ensure that the needs of the primary customer are understood and addressed. Understanding and addressing these needs is critical to the success of the Pinal Workforce Development Area.

A survey is being developed to gain knowledge of business needs, barriers and challenges businesses face in accessing the workforce system, as well as challenges faced by employees to become self-sufficient. Preparing job seekers with exactly what local employers need means sharing up-to-date and reliable information about the county's labor market with businesses, education and training providers, community and government leaders, as well as other system stakeholders. Providing this data ensures that more informed decisions can be made about staffing strategies, educational programs and curricula, workforce policy and client career choices. The following charts represent results of a 2007 Pinal WIA employment study concerning the desired "Characteristics of Potential Employees":

Pinal County



5. An analysis of the challenges associated with the Local Workforce Area's population attaining the education, skills, and training needed to obtain employment.

Transportation - In the previous section, transportation was identified as an area of need that has to be considered by the Pinal Workforce Development Area. This is also true when it comes to the education and training needs of the population. Many in the region do not have access to reliable public transit or private transportation. This is a systemic issue that needs to be

addressed. **(See Appendix 5: COMMUTING CHARACTERISTICS, for more information about transportation issues.)**

Distance and Remote Locations - Distances between population centers within the region means some residents do not have the same educational opportunities available to them as others. The breadth of programs is limited in the more remote areas of the two-county service area because of distances and lack of access to trained professionals. One way to mitigate this education and training gap is to take advantage of on-line and interactive options. Care has to be taken to ensure these opportunities are available to all sub-populations.

Developmental Needs – Central Arizona College reports, based on COMPASS placement tests, that 92.4% of incoming students require remedial assistance in Algebra; 82.6% require remedial assistance in Pre-Algebra; 33.8% require remedial assistance in reading; and 45.0% require remedial assistance in writing (CAC Fact Book 2012-13). This ill-preparedness puts an extra burden on workforce investment programs in the following ways:

- Youth providers are compelled to offer developmental classes with increasing frequency, or risk lowering performance outcomes.
- Adult and DW programs must also place greater emphasis on intensive service activities (e.g. GED, ELL, etc.), since employers expect proficiency in basic reading, writing, and math skills as a prerequisite to hiring.
- Transportation is an increasingly costly support service.
- The demand for technology-based assistance for all One-Stop customers is rising.

6. A discussion of the ability of Local Workforce Area Workforce programs to meet the skill needs of employers in the state and close any skill gaps.

Pinal Workforce Development Area system's main focus is to help potentially any job seeker or employer. The first step in understanding clients is defining who lacks basic skills or skills to acquire employment. It is more challenging for these people to overcome skill gaps created by rapidly changing technology. Industries like medical, manufacturing and production will be increasingly creating additional skill gaps as well as information technology and communication.

The next step is to clearly identify all the skills required by an individual to carry out his or her duties. Next step is to identify the critical and core skills that are needed to carry out the duties effectively. Once the benchmark for these competencies has been established, the One-Stop can develop training resources such as workshops, colleges, technical schools for those necessary skills that require the most attention. This should result in the optimal use of resources in terms of improving overall performance.

In accordance with the Workforce Investment Act (WIA) of 1998 as amended by the Workforce Innovation and Opportunity Act (WIOA) of 2014: Youth; Adult; and Dislocated Worker Programs provide case management and part of the process of case management is to develop an Employment Plan with the participant. Identifying the skill gaps through intensive services and providing training funds to close the skill gaps is part of each program

Sector Strategy with the various industries in Pinal County will identify the skill needs of the employer. The Business Service Team will assist with recruitment by assisting these individuals and provide candidates who have the skill set to match those employer needs.

Describe the criteria to be used by the Local Board, under 20 CFR 663.600, to determine whether funds allocated to a local area for adult employment and training activities under WIA sections 133(b)(2)(A) or (3) are limited, and the process by which any priority will be applied by the One-Stop operator.

The Workforce Investment Act under 134(d)(4)(E) states that in the event that funds allocated to a local area for adult employment and training activities are limited, priority for intensive and training services funded with Title IB adult funds must be given to recipients of public assistance and other low-income individuals in the local area. In the federal regulations 20 CFR 663.600, the U.S. Department of Labor (DOL) further specifies that funding is generally limited and therefore directs states and local areas to assure that low-income adults receive priority unless the availability of other funds can be demonstrated.

The Pinal Workforce Development Board directs that funds allocated to the area for adult employment and training activities are limited. Pinal has established a process that gives priority for services to the recipients of public assistance, other low income individuals and those who meet the eligibility requirements of a dislocated worker or displaced homemaker. In order to identify those individuals who are eligible for and in need of intensive and training services, the following factors are taken into consideration:

- Ability to benefit
- Suitability for high demand occupations in targeted industry sectors
- Customer knowledge, skills, interests, and work experience upon registration for One-Stop system services
- Need for supportive services in addition to employment

Special coordination is required between the One-Stop Operators and ADES Employment Services, ADES Family Assistance Administration, ADES Rehabilitation Services Administration, and local community-based organizations to ensure an adequate flow of qualified and appropriate referrals for the most-in-need clients. Utilizing the inter-agency communications system established through the local "network" agencies, providers coordinate referral of eligible participants to the local One-Stop Centers.

For adult services, the most-in-need include public assistance recipients, high school dropouts, single parents, and homeless. For the dislocated worker program, occupational and on-the-job training funds will be expended for customers who are high school dropouts, and then for customers who are high school graduates and with some college, excluding college graduates. In addition, customers will be served based on priority of need as follows:

- Rapid Response
- Veterans and Spouses of Veterans
- Laid off
- Displaced Homemaker

- Self-Employed

What changes are anticipated in the regional economy and local workforce that will have workforce development implications?

Urbanization – Continued expansion into suburban Phoenix and Tucson. New bedroom communities (i.e. new construction) that develop their own economies after their populations grow to support a broad mix of businesses (e.g. retail, healthcare, education, professional services, etc.).

PhoenixMart - Located in the City of Casa Grande, Arizona, PhoenixMart, covering more than 550 acres of commercial and residential development, is the first regional sourcing center in the Western Hemisphere. This unique commerce design provides tenants with a singular distribution point that connects worldwide buyers to the greatest selection of goods from all 50 states, complimented by NAFTA and other major international brands. During the construction and upon completion of PhoenixMart, this comprehensive economic development project is expected to generate more than 7,000 new jobs for the State of Arizona and an estimated 3,000 direct jobs for the Pinal Workforce Development Area/region in wholesale, retail, and distribution.

Dairy Production and Processing – Two new dairy production facilities have been built in Western Pinal County that process dairy products into Greek yogurt and cream cheese and an existing facility produces sour cream. It is anticipated that there will be 200 - 400 new jobs in the industry in the next two years.

What industries are growing? Declining?

- Distribution Centers – Growing in Pinal County
- Dairies – Growing in Pinal County
- Healthcare – Growing in all economic regions
- Mining/Advanced Mining – Currently growing, but cycles with copper pricing
- Construction – Declined based on the industry's peak level in 2005, but has experienced some recent growth.

Identify existing and/or emerging industry sectors in which the local area will focus its workforce efforts. Identify those that are statewide chosen sectors as outlined in the State Plan.

- Currently in State Plan - Healthcare
- ACA and DES facilitated strategy <u>not yet in State Plan</u> - Manufacturing
- Emerging – Mining, Regional Sourcing (PhoenixMart), and Hospitality

✓	Transportation	✓	Manufacturing
✓	Health Services	✓	Mining

✓	Aerospace	✓	Ranching
✓	Bio-agriculture	✓	Recreation
✓	Renewable/Green Technologies	✓	Tourism

Using the most current Labor Market Information provide the percent of jobs that exist in each sector in the local area and the number that are projected to exist in the next five years

Gila and Pinal Jobs by Industry (March 2013): These figures combine Pinal Workforce Development Area jobs with neighboring Gila County.

NAICS Code	Industry	Jobs
11	Agriculture, Forestry, Fishing and Hunting	3,358
21	Mining, Quarrying, and Oil and Gas Extraction	3,537
22	Utilities	320
23	Construction	4,605
31	Manufacturing	4,918
42	Wholesale Trade	1,638
44	Retail Trade	10,793
48	Transportation and Warehousing	2,193
51	Information	980
52	Finance and Insurance	3,143
53	Real Estate , Rental, and Leasing	4,656
54	Professional, Scientific, and Technical Services	3,912
55	Management of Companies and Enterprises	62
56	Administrative and Support, Waste Management and Remediation Services	8,707
61	Educational Services (Private)	1,468
62	Health Care and Social Assistance	8,750
71	Arts, Entertainment, and Recreation	1,602
72	Accommodation and Food Services	6,673
81	Other Services (except Public Administration)	5,709

90	Government	26,746
99	Unclassified Industry	44

Gila/Pinal Job Growth Over 5 Years by Occupation

Occupation	Change in Jobs (2013 - 2018)
Retail Salespersons (41-2031)	569
Real Estate Sales Agents (41-9022)	421
Combined Food Preparation and Serving Workers Including Fast Food (35-3021)	363

Gila/Pinal Job Growth by Industry

Industry	Change in Jobs (2013 - 2018)
Local Government, Excluding Education and Hospitals	1,611
Elementary and Secondary Schools (Local Government)	995
Facilities Support Services	897

Identify the level of educational attainment needed for the sectors selected and the recognized credentials that can be expected to be attained.

Healthcare	CNA, LPN, RN,
Manufacturing	OSHA, Apprenticeship, Certification
Mining	MSHA, Apprenticeship, Certification

Identify the resources available for training in the workforce development area, including primary and secondary education systems, colleges, adult workforce centers, private training providers, local one-stop centers, etc.

Listed below are the resources available for training in Pinal County:

Pinal County – Primary Schools

- Apache Junction Unified School District
- Casa Grande Elementary District
- Coolidge Unified District
- Eloy Elementary District
- Florence Unified School District

- J. O. Combs Unified School District
- Mammoth-San Manuel Unified District
- Maricopa Unified School District
- Mary C. O'Brien Accommodation District
- Oracle Elementary District
- Picacho Elementary District
- Ray Unified District
- Red Rock Elementary District
- Santa Cruz School District
- Stanfield Elementary District
- Superior Unified School District
- Toltec Elementary District
- CVIT – Superior High School

Pinal County – Charters

- Akimel O'Otham Pee Posh Charter School, Inc.
- American Charter Schools Foundation
- Athlos Traditional Academy
- Casa Verde High School
- Eduprize Schools
- Graysmark Schools Corporation
- Leading Edge Academy Maricopa
- Legacy Traditional Charter School
- Pinnacle Education
- Sierra Oaks School
- Toltec District Charter Schools
- Imagine Prep

Pinal County – Secondary Schools

- Casa Grande Union High School
- Central Arizona Valley Institute of Technology (CAVIT)
- Coolidge High School
- Combs High School
- Desert Winds High School
- Eloy High School
- Florence High School
- Maricopa High School
- San Manuel High School
- Poston Butte High School
- Ray High School
- San Tan Foothills High School
- Superior High School
- Vista Grande High School

Universities/Community Colleges/Other

- Northern Arizona University
- Central Arizona College
- PPEP
- Goodwill
- SCSEP (Senior Program)

G.1 Waivers

Describe how state approved waivers will be used by the Local Workforce Area's delivery of services including methods of evaluation of effectiveness of the waivers.

The Pinal Workforce Development Area will utilize the following state-approved waivers:

- **Adult-Dislocated Worker Funds Transfer**
  Pinal shall monitor the Adult and Dislocated Worker Programs quarterly to see if training demand has increased for each program. By transferring funds, the local area can continue to ensure a more effective delivery of WIOA services.
- **Competitive Procurement for Youth Program Elements**
  The Pinal Workforce Development Area uses the Request for Proposal process to procure Youth Program services every three years. By procuring these services, the local area can maximize quality training opportunities, identify eligible providers, and award contracts based on the recommendation of the Pinal Workforce Development Board through the Youth Committee.
- **Program Performance and Cost Waiver for Eligible Training Providers**
  The local area shall work with the state and providers to ensure an understanding of how to gather and report performance outcomes based on established policies and procedures.
- **Common Measures**
  The Pinal Workforce Development Area shall negotiate with the state every year for performance goals under the Common Measures. Programs will be monitored quarterly for progress and technical assistance will be provided as needed.
- **Incentive Funds**
  The Pinal Workforce Development Area, if qualified for incentive funds, shall utilize the waiver to provide the WIOA required activities. Monitoring of funds shall be conducted quarterly.

H. Integrated Service Delivery

Reference: Service Integration Policy; One-Stop Delivery System Policy; One-Stop Certification Policy; Adult and Dislocated Worker Policy

The Workforce Arizona Council policy will require three (3) Functional Teams in Comprehensive One-Stop Centers:

Welcome Team that greets and directs customers, conducts a triage assessment, collects registration information, and refers internally or externally for assistance. (Entry, Resource Room):

The Pinal Workforce Development Area is re-focusing staff on integrated, seamless services for each customer, rather than viewing services as "silos." A monthly One-Stop partner meeting has been re-established involving Employment Services; Veterans Services; WIOA Youth, Adult, and Dislocated Worker programs; and PPEP. Staff representing each partner alternately serves as Welcome Team members to conduct triage and direct customers to the appropriate mix of services based on their needs, interests, and level of job-readiness. A monthly schedule is set up to allow for the sharing of these responsibilities among team partners. There is flexibility for partners to coordinate their duties, which consist of the following:

- Orienting each new customer to the facility and outlining One Stop services upon the customer's first visit
- Conducting a front-end triage assessment focused on getting an initial sense of the Customer's present circumstances and immediate objectives for coming to the One Stop.
- Building rapport, collecting registration information, ensuring confidentiality, and determining service eligibility
- Directing the customer through the appropriate route (i.e. other functional teams) that fits the needs identified while remaining a source of motivation and empowerment for the customer

The goal of the Welcome Team is to engage each customer, ensuring their return to participate in further job search and skills development services as needed. The Welcome Team accomplishes these tasks through small group, instructor-led orientation sessions where customers are encouraged to speak openly about their reasons for seeking One-Stop assistance and the goals they wish to achieve.

Skills and Career Development Team that performs skills analysis, facilitates assessment and testing, identifies support needs, provides career guidance, arranges for soft skills training, and refers to program-specific occupational training. (Resource Room, Case Management, Pre-Employment Training):

The goal of the Pinal Skills and Career Development Team is to transform the One-Stop system from an informational to an assessment and skills identification system. At this service level, the team provides customers access to both preliminary and in-depth assessment tools to bring about a greater awareness of their basic aptitudes (e.g. TABE for math, English, and reading level

determinations), as well as occupational skills and work interests. Additionally, this service level focuses on identifying individual barriers that may affect a customer's ability to seek self-sufficient employment or complete training leading to self-sufficiency.

Basic education needs such as GED, ELL, personal computer, and advanced job search techniques are essential service offerings, along with supportive services/referrals which may involve transportation, food, housing, etc. Customers attend scheduled small-group sessions or individual, one-on-one 'coaching' sessions with staff. The client flow chart illustrates the manner in which customers navigate the Pinal workforce system (Appendix D).

Business Services Team that provides services to job-ready customers and to employers including job clubs, facilitating on-the-job training arrangements, job development, business development, job matching and customized recruitment efforts:

The Pinal Workforce Development Area does not have the resources to hire several business services representatives needed to adequately cover the rural and urban areas in the county. A newly hired business services representative assigned to Pinal County means one such representative is now at work in Pinal County. The representative has significant responsibilities. The representative is expected to develop and maintain relationships with local business owners by helping them locate resources to expand their workforce, as well as their business opportunities. The representative is expected to maintain a database of information on area employers so that coordination with Welcome Team and Skills and Career Development Team members will result in a match of the right job seekers for the right employers. The representative is expected to serve as a job development resource for all One-Stop system partners, by understanding the general skill mix of customers, and marketing that skill mix to employers throughout the region. Finally, the representative is charged with encouraging employers, regardless of their business size, to not only use the One-Stop's job posting service, but to use the office space to conduct applicant interviews, job fairs, and assessments, and utilize One-Stop staff who may provide valuable technical assistance regarding employers' hiring and retention efforts. The employer flow chart illustrates the manner in which customers navigate the Pinal workforce system (Appendix D).

H.1 Workforce Area Program Alignment

Describe the nature of the business conducted in the one-stop centers and include the Local Workforce Investment Board's vision, mission and core values. This portion of the Local Area Business Plan must describe the LWIB's strategic vision for the LWIA's economy and overarching goals for the LWIA's workforce system. This vision should provide the strategic direction for the LWIA workforce system and guide investments in workforce preparation, skill development, education and training, and major initiatives supporting the State Integrated Workforce Plan.

The Local Area Business Plan also must specifically address the LWIB's vision for aligning efforts among workforce development partners to achieve accessible, seamless, integrated, and comprehensive service, and how programs and activities described in the plan will support the

LWIA's economic development needs and the employment and training needs of all working-age youth and adults in the service delivery area.

The ***mission*** of the Pinal Workforce Development Board is to act as a catalyst for change, utilizing community resources and building effective partnerships to improve the vitality of the economy, the quality of the workforce, and the strength of the business community through economic development, education and employment opportunities. The board's ***vision*** centers on continuous improvement through deepening its understanding of the workforce needs of business and industry; strategic targeting of available resources throughout the local area; and leveraging those resources - both public and private – for their best and highest use toward advancements in workforce development.

It is a fundamental belief of the Pinal Workforce Development Board that a comprehensive workforce development system must be available to all who would seek system services, and that the board is responsible for guiding the vision of this system. This vision centers on two overarching goals and the tasks to be completed to achieve these goals:

(1) Employers must be viewed as the Pinal Workforce Development Area's greatest asset. Therefore, a service model centered on their needs must include, at a minimum:
- A single point of contact for business customers
- Clear and easily accessible information for business customers about the services offered to them
- Specific requirements for timely responses to employer questions and requests for additional information.
- A proactive approach to business services focused on outreach through participation in chamber events, economic development summits, industry conferences, and similar activities that give workforce development a place at the table when plans for growth are being formulated.

(2) The 'gap' must be narrowed between the demands of system job seekers and identification of resources to meet those demands within the local workforce area.
- Board members will renew their collective commitment to engaging a broader circle of influence across political boundaries to establish direct linkages with new workforce stakeholders.
- A culture of capacity building will be instituted throughout the Pinal workforce system, requiring every partner agency's active participation in an asset mapping process to continually expand the mix of services.
- An ambitious search for technology alternatives is necessary to ensure access to the One-Stop system for a broader spectrum of customers, particularly those without the resources to access services in person.

As Pinal County engaged in exploratory processes to re-align with other, existing LWIA's in Arizona, the board members at that time understood their collective responsibilities to bring greater effectiveness to the workforce development systems with which they would be aligned. This process called for extensive relationship building among partner agencies and sitting board members in all affected LWIA's. It was determined in February 2015 that Pinal would work

toward becoming a stand-alone LWIA. On June 24, 2015 the Governor signed documents making Pinal County a stand-alone Workforce Development Area effective July 1, 2015 under WIA as amended by WIOA.

Describe how subject matter experts for each funding source will be identified.

The process of identifying subject matter experts (SME's) begins internally with a review of qualifications among personnel already associated with the One-Stop system partner agencies. Tenure and a consistently high level of performance are most important in determining whether or not an individual can perform the job duties required by a funding source, including the performance objectives associated with the funding. If an SME is not identified internally, then Pinal turns to referrals from its partner network, establishing a list of people who may possess the necessary knowledge, skills, and experience for the position to be filled. If this process doesn't yield the SME, then Pinal approaches outside organizations such as other workforce development systems, trade associations, or other professional organizations for their recommendations.

SME's in management positions are relied upon to assess staffing needs within their individual areas of responsibility and develop a hiring process that ensures new staff are the right fit for the Pinal workforce system. Right fit goes beyond knowledge and proven performance. It also means new staff must be good team players, decision makers, and problem solvers whose interactions with all partners as well as customers are professional and in the best interest of the workforce system as a whole.

Describe how training and capacity building will enhance service delivery.

In order for customers to receive seamless services in a true One-Stop environment, it is imperative that all partners in the system understand each partner organization, their services and their goals. Cross-training, coupled with customer service training will be provided to all partners, coordinated by the Site Managers. Training will be conducted quarterly at a minimum at All Staff meetings and within individual partner agencies at regular monthly meetings. Staff will also be completing core competencies training approved by the Workforce Arizona Council, consisting of annual refreshers related to policies and customer service as outlined in State Policy #04-2013.

Having surveyed staff trainings in core competencies currently being offered in other LWIA's around the country, some do address customer service in detail and can be replicated in Pinal. The customer service module offered by the Northern Virginia WIB is one of 13 integrated into a workforce professional certification system that Pinal is investigating and may adopt now that it is a stand-alone Workforce Development Area. The module is still being reviewed by Pinal Workforce Development Board for possible incorporation into its workforce system. The customer service module contains the following elements:

MODULE	INDICATOR	LEVEL	
		BASELINE	SPECIALIST
Customer Service	Understands who are the principle customers of the workforce development system. Is able to identify their needs and expectations and what constitutes positive customer satisfaction. Agrees with the overriding principle of excellent service every time to every customer.	Define the difference between an internal and external customer, and can list them and identify them.	Utilize the identification of internal and external customers in setting daily priorities to respond to needs.

The Workforce[3]One web site at https://www.workforce3one.org/page/webinars also provides substantive webinars on customer service and a wealth of other trainings, which can be viewed as individual staff schedules dictate. Since policy updates are very specific to each state, Pinal will defer to the Workforce Arizona Council to determine what policies to address and when.

The Pinal Workforce Development Board understands that as gatekeepers of new guiding principles and processes for the workforce system, members need to be engaged in core competency trainings. Therefore, the board does foresee accessing these trainings periodically along with all One-Stop partner staff.

With new regulations under the Workforce Innovation and Opportunity Act (WIOA), the Pinal Workforce Development Board will continue to review best practices from throughout the country to ensure the Pinal Workforce Development Area has the best possible information to update programs and processes. This will be accomplished as needed to follow State and Federal regulations and guidelines.

Describe how the Site Manager will be determined for each comprehensive center and the roles and responsibilities of the Site Manager.

As recently as April 17, 2014, the Pinal Workforce Investment Board (WIB), soon to transition to the Pinal Workforce Development Board (PWDB) at July 1, 2015, approved co-management of the comprehensive One-Stop site in Casa Grande by WIA and Wagner Peyser senior staff. This new staffing configuration was in place at June 30, 2014. These Site Managers are responsible for oversight of the day-to-day operations of the comprehensive One-Stops. Under the new PWDB, Pinal County is hiring additional staff to assist in the management of the Casa Grande One-Stop site. Their specific duties include, but are not limited to the following:

- Developing staffing plans that provide adequate coverage at all times
- Ensuring all staff adhere to One-Stop policies and procedures
- Training staff on compliance with emergency procedures
- Training staff on the handling of customer complaints and unusual incidents

- Coordinating workforce staff meetings which include monthly partner meetings
- Developing and implementing plans, programs, and procedures that enhance operational efficiency
- Coordinating office recruiting, job fairs, and hiring events
- Developing and coordinating training, recruitment, and job placement resources, procedures, and materials
- Coordinating One-Stop training to include cross training of staff.
- Coordinating the tracking and monitoring of all visitors to One-Stop Centers
- Coordinating scheduling of conference rooms, interview rooms, and resource rooms for partners, employers, and the community.
- Scheduling and conducting tours of the facility
- Evaluating One-Stop effectiveness and recommending improvements.
- Ensures all staff is trained with respect to EEO and ADA compliant processes.

Provide information on staff job titles and roles and responsibilities.

WIOA Program Manager

Oversees the planning, development and implementation of WIA Programs as amended by WIOA of 2014 in Pinal County to enable adult, youth, and dislocated workers to obtain gainful employment in accordance with State and Federal guidelines and regulations, the Pinal Workforce Development Board, and the Board of Supervisors' guidelines. Evaluates program needs and recommends appropriate actions. Develops and implements policies and procedures to carry out the programs according to the Workforce Investment Act of 1998 as amended by WIOA of 2014, its regulations and guiding principles. Coordinates and manages activities required of the One-Stop Partners. Develops and implements program operating plans. Hires, supervises and monitors the performance of assigned personnel. Coordinates employee training. Ensures compliance with contractual requirements, departmental policies and procedures, and regulations governing community services activities. Provides technical guidance to staff as required. Administers program budgets. Monitors and controls expenditures. Monitors and evaluates the effectiveness of program services. Develops and implements a continuous improvement system for workforce programs. Provides technical program assistance to service providers. Coordinates the development and implementation of the Board's Two-Year Strategic Plan. Provides orientation and ongoing training of board members as required. Analyzes and prepares departmental/program reports. Develops and coordinates new job training programs. Coordinates special projects as required. Performs data input for all WIA as amended by WIOA documentation. Ensures documentation meets compliance requirements. Prepares program operating manual for service providers. Recruits board members from Pinal County. Schedules board meetings, prepares meeting agendas, and maintains meeting minutes.

Site Managers (Wagner Peyser Area Manager and WIOA Program Manager)

Promotes workforce and career development through marketing and partnership with employers. Partners with local Chamber of Commerce to promote the Workforce Development System and accomplish job training, recruitment and placement. Develops and maintains relationships with existing and potential business owners to promote economic development, workforce and employment opportunities, and to help meet the needs of businesses and potential employees. Develops and coordinates training, recruitment, and job placement resources, procedures and

materials. Serves as Coordinator for the One-Stop Center. Coordinates One-Stop training to include cross training of staff. Coordinates development of common intake and orientation sessions and develops a One-Stop presentation. Conducts satisfaction surveys and interviews One-Stop customers for quality service. Tracks and monitors all visitors to One-Stop Centers. Coordinates scheduling of conference rooms, interview rooms, and resource rooms for the partners, employers, and the community. Schedules and conducts tours of the facility, coordinates reception area to ensure quality client flow. Assists in overseeing the operation of assigned programs. Personnel in these positions are selected by the Pinal Workforce Development Board.

WIOA Dislocated Worker Program - Career & Employment Specialist

Plans and implements orientation, eligibility and intake for Pinal WIOA Title I Dislocated Worker Program. Interviews, advises, and guides a diverse population of clients to ascertain employability. Interprets and explains regulations, rules, policies, and procedures to clients. May determine client eligibility for services. Ensures that applications and other forms are completed accurately and thoroughly. Assesses client's education, work experience, skills, abilities, qualifications, and job interests. Assesses client readiness for job referral, classroom training, on-the-job training, and/or support services. Attempts to match clients with available employment, training, or other opportunities/services. Analyzes information obtained from interviews, tests, and other sources to develop short- and long-term client goals. Develops and implements individual employment plans. Contacts public and private employers, community resources, local Department of Economic Security (DES) offices and other organizations in order to develop on-the-job training and/or direct job placement for clients. Maintains cooperative relationships with employers, academic and vocational training institutions, and support service and community resource agencies. Maintains an awareness of local job market and opportunities to assist in providing guidance to clients. May attend job fairs, conduct special workshops, presentations, group orientations, or perform other training and outreach activities. Monitors and evaluates clients' progress through program components. Monitors service providers through reports and site visits. Resolves any problems or provides guidance and counseling. May make phone calls or conduct field visits to investigate clients' progress in various programs designed to assist clients in preparing for and obtaining employment. Establishes and documents program participant eligibility. Provides ongoing case management for active clients. Coordinates support services including gas vouchers, vehicle maintenance, and local/state support services. Assists clients with unemployment insurance and identifying/contacting training institutions. Responds to public inquiries via telephone and in person. Refers callers to appropriate programs or support providers/services. Provides assistance in Local Resource Center as required. Provides assistance with rapid response activities. Drafts and monitors local On-The-Job Training (OJT) agreements and individual training account vouchers for colleges and trade schools. Maintains monthly contact on site and/or via telephone with Tribal areas. Provides brochures and presentations for assigned areas. Prepares and submits reports in accordance with program reporting requirements. May conduct workshops regarding employment, resumes, applications, and interviewing.

WIOA Dislocated Worker Program - MIS Specialist

Responsible for verifying and maintaining participant files and data in the state database. Performs quality control audits to ensure accuracy, completeness, or proper usage of program

funds and data. Prepares MIS procedures manuals to assist employment specialists to operate more efficiently and effectively in capturing data. Compiles, sorts and verifies the accuracy of data before it is entered. Compares data with source documents. Stores completed documents in appropriate locations. Locates and corrects data entry errors, or report them to Career & Employment Specialists and Program Manager. Maintains spreadsheets of activities and completed work. Generates data queries based on validation checks or errors and omissions identified during data entry to resolve identified problems. Designs forms for receiving, processing, or tracking data. Processes data including receipt, entry verification, or filing of information. Monitors work productivity or quality to ensure compliance with state and federal regulations. Prepares status reports by collecting, analyzing, and summarizing information and trends. Develops and implements records management for filing, protection, and retrieval of records and assures compliance with program policies. Reviews forms and reports and confers with program manager and case managers about format, distribution, and purpose, and identifies problems and improvements. Designs, evaluates, and recommends changes to the MIS process.

CAG – Adult Program – WIOA Program Coordinator/Follow-Up Specialist

Responsible for training of WIOA adult program staff and oversight of WIOA adult program. Ensures compliance with federal/state program regulations at provider and administrative entity level. Negotiates performance based and fixed unit contracts for the Executive Director's signature. Responsible for the preparation and presentation of numerous reports. Attends meetings of the Pinal Workforce Development Board and its sub-committees. Coordinates local job training activities with other related programs (i.e. social services, economic development). Acts as liaison between staff and educational institutions, related state agencies, federal agencies, CAG's elected officials, municipal staff, and citizen advisory groups. Develops and implements program budgets. Provides budget oversight to CAG for social service programs to ensure sufficient program funds are available to meet goals. Other duties to include special projects, grant writing, and designing of training programs related to WIOA program needs. Responsible for setting an example for other CAG staff regarding CAG procedures as described in the Employee Manual. Provides quality assurance of client files by reviewing client files maintained by each case manager, as well as files entered into State's data collection program, AJC. Files will be selected at random and reviewed no less than four times per year. Works with Pinal County staff regarding AJC issues and corrections. Prepares financial and program reports for submission to program director on a monthly basis. Ensures that Job Clubs and **Youth Meetings** are scheduled by staff on a monthly basis for **Copper Basin area and Apache Junction**. Works with staff, if necessary regarding topics or speakers and approves agendas. Maintains records and prepares One Stop Performance quarterly reports for submission to Program Director. Prepares bi-monthly financial draws to be submitted to CAG fiscal department. Assists staff with client recruitment efforts to ensure contract goals are met. Provides oversight of Casa Grande office by ensuring office coverage and supervision of local CAG WIOA staff. Approves and signs timesheets and leaves of absence requests from Pinal County area CAG WIOA staff. Attends interagency meetings in local area to keep abreast of new programs and funding and promote WIOA program. Reviews and approves all Individual Training Accounts and Letters for payment of tuition and books issued by the Casa Grande office. Reviews and approves all Work Experience positions and contracts issued by the Casa Grande office. Maintains list of individuals interested in enrolling in WIOA program; schedules orientation meetings; assists staff with recruitment efforts to ensure contract goals are met.

Responsible for providing follow-up services to all WIOA clients who have been exited from the WIOA active program to ensure employment, job retention, and wage gains. Maintains accurate and complete case notes to outline client progress and provides references for any staff who may be involved with case files. Maintains monthly and quarterly logs for verification that required contact and follow-up has been completed. Ensures accurate entry of data into State's data collection program. Provides information to clients to resolve problems, and motivates and encourages clients. Provides information to clients regarding possible employment opportunities.

CAG – Adult Program – Case Manger II

In conjunction with the client, formulates an Individual Service Strategy (ISS) which identifies vocational goals, barriers to employment and supportive service needs. In cooperation with the client, determines appropriate course of action to overcome identified barriers and records information on the ISS. Meets with clients approximately every two weeks to assess ongoing training and/or supportive service needs. Reviews ISS on a regular basis to ensure continued progress in training or job search program. Maintains accurate and complete case notes to outline client progress and provide references for all staff involved with the client. Provides counseling to clients to furnish information, resolve problems, motivate and encourage the client. Assists Program Coordinator with supervision of Case Manager. Responsible for setting an example for other CAG staff regarding CAG procedures as described in the employee manual. Coordinates with various public service agencies throughout the satellite office's area to establish effective networking linkages and to gather referral information necessary for clients. Prepares supportive service forms for approval by WIOA Program Coordinator and reviews data submitted by Case Managers. Collects information necessary in the preparation of case files. Contacts clients to provide information regarding possible employment opportunities. Conducts workshops, orientations and youth meetings. Performs ongoing data entry into state's data collection program.

CAG – Adult Program – Case Manager

In conjunction with the client, formulates an Individual Service Strategy (ISS) which identifies vocational goals, barriers to employment and supportive service needs. In cooperation with the client, determines appropriate course of action to overcome identified barriers and records information on the ISS. Meets with clients approximately every two weeks to assess ongoing training and/or supportive service needs. Reviews ISS on a regular basis to ensure continued progress in training or job search program. Maintains accurate and complete case notes to outline client progress and to provide references for all staff involved with the client. Provides counseling to clients to furnish information, resolve problems, motivate and encourage the client. Coordinates with various public service agencies, throughout the satellite office area to establish effective networking linkages and to gather referral information necessary for clients. Prepares supportive service forms for approval by WIOA Program Coordinator. Collects information necessary in the preparation of case files. Contacts clients to provide information regarding possible employment opportunities. Conducts workshops, orientations and youth meetings. Performs ongoing data entry into state's data collection program.

CAC – Youth Program – Coordinator II

Ensures youth program is in compliance with federal, state, and CAC policies, rules and regulations. Develops and coordinates program development activities. Maintains all required budget records and prepares required financial reports. Oversees and manages the grant budget. Ensures project meets the performance measures required by the funding agency. Supervises Case Management Specialists and maintains the required lines of authority and communication. Confers with case managers regarding training needs of clients. Formulates training policies, programs, and schedules, based on knowledge of identified training needs of clients. Coordinates local job training activities with other related programs (e.g., social services, economic development programs). Collaborates with and assists CAC marketing staff with developing project marketing and promotional literature for distribution, such as press releases, articles, newsletters, brochures and flyers. Develops project evaluation. Creates and administers surveys and other instruments to assess project progress and outcomes. Maintains all required records, files, and databases. Completes required evaluative and progress reports.

CAC – Youth Program - Secretary

Performs the full-range of administrative support duties in the assigned department. Confers with supervisor to discuss work processes, plans, actions to be taken and appropriate work assignments/schedules for office, provide information, and receive instruction and guidance. Maintain supervisor and/or department calendar. Schedules appointments and meetings. Arranges travel and lodging support for division members when appropriate. Manages multiple priorities and tasks simultaneously and makes decisions according to established guidelines and procedures. Performs administrative support duties in support of the area assigned, including **dictation** and transcription, composing correspondence, collecting and compiling research information, prepares/processes reports and verifies accuracy as required. Maintains assigned annual budget using appropriate control mechanisms to ensure accuracy

Youth Program - Case Manager Specialist

Identifies youth participant issues and challenges that may impede progress and success through active interaction. Links participants with appropriate professionals and/or supporting resources as needed. Meets with designated clients on a regular basis to assess ongoing training and/or supportive service needs. Provides counseling to clients to furnish information, resolve problems, motivate, and encourage. Formulates Individual Service Strategy (ISS) that identifies vocational goals, barriers to employment and supportive service needs. Reviews ISS on a regular basis to ensure continued progress in training or job search program. Document the delivery of services, progress toward goals, and goal attainment through ISS development and revision, and case notes maintained online through the WIOA Case Management System and the participants' hardcopy files. Facilitate study skills workshops and work readiness workshops. Organize other workshops as required. Maintain accurate and complete case notes to outline client progress and to provide reference for all staff involved with the client. Ensure participant eligibility using established requirements and procedures. Documents eligibility using required documentation protocol. Provides guidance and direction to the success coaches. Ensures success coaches maintain required contact with peers and documents meetings, issues, and challenges. Provides 12-month follow-up and retention activities to ensure youth are provided with the necessary support and services following program completion and transition to post-exit status. Works with participants to identify barriers prohibiting self-reliance and productive citizenship. Employs required retention/post-exit strategies. Maintains regular contact with participants,

supervisors, and/or training/education providers to monitor the youths' status, identify and provide necessary supports, and intervene as needed. Perform scheduled contact attempts and the retrieval of current status back up documentation. Coordinates follow-up activities to enhance post-exit services, to increase retention-related performance.

Employment Services Area Manager

Manages and evaluates the daily activities of Employment Services (ES) staff in an independent, full-service employment service office. Monitors productivity and procedures to ensure Employment Service program that includes Trade Adjustment Assistance (TAA), Reemployment Services Program (RSP), Employer Relations, and Migrant Seasonal Farm Worker (MSFW) program are initiated and operated in compliance with Department of Labor, State and Administration rules, laws, and regulations, and mandated goals. Responsible for the delivery of employment services to the public and business community within the Workforce Development System, One-Stop Career Centers. Recommends disciplinary personnel actions for ES staff. Hires and trains ES staff. Authorizes payroll, time sheets, travel vouchers, leave and training requests for ES staff. Conducts performance evaluations for ES staff. Provides instructions and determines solutions in assigned program area. Provides technical assistance and direction based on research. Analyzes and interprets program rules and regulations regarding ES. Resolves and reports complaints and/or issues from customers. Prepares reports and develops action plan to correct deficiencies for ES. Maintains relationship with community resources to coordinate program services. Confers with program management officials. Travels to attend management meetings and training. Represents the Agency in a variety of meetings. Delivers program presentations to groups. Conducts special projects.

Employment Services Supervisor

Supervises and evaluates the daily activities of staff within the Employment Service (ES) office(s); responsible for meeting all program goals and objectives. Responsible for the delivery of employment services to the public and business community within the Workforce Development System/One-Stop Career Centers. Conducts outreach to educate the community on Employment Service. Promotes, markets and maintains positive relationships with One-Stop Career Center workforce partners, community organizations and other agency personnel. Develops and/or writes employer job orders in compliance with Federal and State rules and regulations. Assists employers with recruitment of qualified candidates to fill their job openings. Hosts on-site recruitment, job fairs and other hiring events. Develops and conducts employment-related workshops.

Monitors processes and procedures to ensure all programs are initiated and operated in compliance with the Department of Labor, State and Administration rules, laws and regulations. Responsible for personnel actions. Provides technical assistance and direction based on research, analysis and interpretation of program rules and regulations. Resolves and reports complaints and/or issues from customers. Prepares reports and develops action plans to correct deficiencies as needed. Attends meetings and trainings. Delivers presentations and may be assigned to special programs.

Business Services Liaison
Develops and markets business assistance programs. Establishes partnerships with the business community and community-based organizations. Serves as a liaison for the Pinal Workforce Development Area by providing information about the workforce system, trends, market changes and initiatives related to the One-Stop Center. Attends networking functions in the Pinal Workforce Development Area that includes community, county, Chamber of Commerce, and economic development to provide employer awareness to the business community.

Local Veteran's Employment Representative (LVER) Supervisor
Responsible for administering and training office staff on veterans programs. Ensures veterans receive priority of service over non-veterans. Complies with federal and state rules and regulations pertaining to veteran programs. Provides job development for all veterans that are job ready. Conducts outreach services to organizations to promote hiring of veterans. Maintains contact with Federal job programs and other entry level employment programs for targeted groups. Markets and promotes Work Opportunity Tax Credit to employers. Coordinates veteran referrals for job training to WIOA staff and develops and conducts employment-related workshops. Supervises Disabled Veterans Outreach Program Representatives and/or Veteran Work Study participants.

Disabled Veterans Outreach Program (DVOP) Case Manager
Responsible for administering veterans' programs in the local office. Provides a one-on-one assessment for all veteran applicants entering the One-Stop to assess skills, knowledge and abilities, work history and interests while maintaining client confidentiality. Makes appropriate referrals to job openings. Refers veterans to supportive services. Ensures veterans receive priority of service over non-veterans. Complies with federal and state rules and regulations pertaining to veterans programs. Develops employer relations program to secure job placements for veterans. Visits veterans' organizations to provide outreach to veterans in need of services. Develops and conducts employment-related workshops.

Employment Specialists (Program Service Evaluator)
Provides a wide range of staff-assisted employment services to job seekers and the business community which includes one-on-one interviewing market information, resume assistance, develop an individual employment plan, job development, job matching and placement assistance. Makes referrals to employer openings and training opportunities. Conducts employment-related workshops; delivers program presentations at orientations. Resolves customer issues/complaints.

Assists employers by writing job orders. Assists employers with recruitment of qualified candidates to fill their job openings and hosts on-site recruitment, job fairs and other hiring events.

Migrant Seasonal Farmworker Outreach (MSFW) Worker
Responsible for providing services to Migrant and Seasonal Farmworkers (MSFW) and employers with agricultural employment.

Ensures MSFWs are aware of other DES services available, as well as Community Based Organizations concerned with the welfare of MSFWs. Provides information relative to the Employment Services complaint system and actions he/she may take with regard to violations. Must be bilingual English/Spanish to communicate with the MSFW population.

Writes employer job orders. Assists employers with recruitment of qualified candidates to fill their job openings. Conducts follow-ups to verify and document referral results on the automated data base system. Provides Labor Market Information. Delivers program presentations at orientations. Resolves customer issues and complaints. Responds to customer inquiries and explains program services; prepares and submits program related activity reports to supervisor. Conducts housing inspections and prevailing wage/practice surveys as required for the H-2A Program. Provides customer service to job seekers and the business community. Maintains positive working relationships with One-Stop Career Center Workforce partners, community organizations and other agency personnel. Provides daily, weekly, and monthly reports to management concerning activities. Reports any violations concerning the treatment of farm workers to the appropriate enforcement agencies.

Describe the local approach to ensuring cross-training exists as needed for functionally aligned services including staff development and capacity building to ensure staff working with customers have the skills and knowledge needed to provide exemplary customer service.

All staff will be required to attend cross training involving each partner program in the One-Stop Centers. In addition to cross training, staff receives updates on state and federal policies affecting One-Stop operations and ongoing training in customer service. A **Comprehensive One-Stop Information Guide** has been developed and is utilized in the Pinal County One-Stop Center. This Guide provides detailed information on all partner programs including eligibility, services offered, and contractual arrangements with all partners. Cross training is held at quarterly. All Staff meetings and monthly partner meetings are coordinated by the Site Manager. Researching Workforce[3]one and reviewing training models utilized by other LWIA's has yielded quality examples of cross-training workshops, as well as other special topics like customer service. The next All Staff meeting **is scheduled in October 2015**, but the date may change in light of the Pinal Workforce Development Board's scheduled Annual Meeting and Retreat. New information and direction coming forth from that meeting and training may be presented at the next All Staff meeting, if needed.

Describe reward and recognition strategies for staff and partners.

Pinal recognizes staff and partner performance. A "You Shine Award" is given periodically to staff whose efforts go beyond their normal work scope prompted by acknowledgements from management, stakeholders, and/or One-Stop customers. At the quarterly All Staff meeting and the PWDB's Annual Meeting, staff, customers, or other stakeholders who have brought value-added efficiencies, an enhanced service mix, county-wide recognition, etc. to the Pinal Workforce Development Area are honored accordingly.

Provide the staffing plan for each center along with functional alignment roles and responsibilities and protocols.

The staffing plan specific to functional teams within the Pinal Comprehensive One-Stop Center was addressed in some detail at the beginning of this section, which describes the rotating system among partners to facilitate seamless delivery of services in all functional areas. Staff representing each partner alternately serves as ***Welcome Team and Skill and Career Development Team*** members to conduct triage and direct customers to the appropriate mix of services based on their needs, interests, and level of job-readiness. ***Business Service representatives*** are in the field a great deal, interacting with employers to bring awareness of system services, identify employer needs, and advocate for job seekers. Therefore, their participation as part of the customer triage process is more limited.

Additional details about the staffing of the three teams follows:

Welcome Team Functions

Workforce staff located in the center is cross-trained on program services and rotated according to a specific schedule.

- Customers new to the Center have the opportunity to evaluate the services needed and to sit in on an orientation regarding the services available in the facility. Orientation may be accomplished in a small group, in one-on-one sessions, or through PowerPoint presentations presented via television monitor in the One-Stop lobbies.
- Conduct an initial assessment to determine what services are needed.
- Check the Arizona Job Connection (AJC) to see if the customer is a member.
- Route the customer to the resource room. Make appropriate referrals to other community services (e.g. youth services if applicable) as identified in the assessment.

Skill and Career Development Team Functions

Resource Room staff will provide services as determined by the needs of the client, and may include the following:

- Assist job seekers with the completion or updating of their VIP membership in the AJC system, identifying each person as a member of the workforce system.
- Provide a one-on-one session to identify core services for job seekers who need the extra assistance for their job search.
- Complete a job match and make appropriate referrals to employers.
- Complete a job development contact if there are no appropriate referrals for the job-seeker.
- Make appropriate referrals to workforce partners for education/training opportunities.
- If applicable, conduct Re-employment Extended Unemployment Claimants' (UI claimants) orientation and complete appropriate services/referrals.
- Conduct Re-employment Service Program (Unemployment Insurance Claimants) orientations and complete appropriate services/referrals

Intensive case management services are provided by the appropriate partner and will consist of the following:

- Assist with providing skills and interest testing through O'NET and other assessment tools.

- Provide case management intensive services as determined by eligibility criteria.

Business Service Team Function

Workforce system staff including Wagner-Peyser Employment Services, Veterans Services, WIOA, and PPEP are involved in business services coordinated throughout the local area to ensure quality service is provided to businesses. Two full time Business Service Representatives oversee the Business Service Center and are responsible for making available the following business services:

- Assistance with developing and writing job orders in the Arizona Job Connection
- Conduct resume search for immediate referral to job openings
- Schedule outreach activities to employer sites
- Organize job fairs, in-office recruitments and specialized hiring events.
- Attend community meetings as appropriate.
- Coordinate and facilitate job clubs and job search workshops.
- Attend Business Service team meetings as scheduled.
- Facilitate meetings between workforce staff and employers.

Describe supervision of each center. Local Workforce Area one-stop operators will be required to present a plan of how each will address formal and functional supervision that does not violate any merit staff requirements, but provides a customer-focused service delivery methodology.

From a functional perspective, the Site Manager oversees day-to-day operations, developing staff schedules so the office is properly staffed by appropriate partner agencies. The Site Manager supervises on-site staff regardless of funding stream, assigns tasks, supports customer needs, and resolves a steady stream of issues. From a more formal perspective, the Site Manager ensures the One-Stop Center complies with the Pinal Business Plan and that it remains an efficient, effective delivery system of workforce services. The Site Manager plays an integral role in collaborating with the Pinal Workforce Development Board so that all decisions are made in the best interests of the Pinal Workforce Development Area and in compliance with local, state, and federal policies. The Site Manager monitors operations within a common framework of integrated service delivery, and ensures all system and program performance measures are met or exceeded. They are an integral presence within the One-Stop system.

Describe how the required teams (Welcome, Skills and Career Development, and Business Services) will be configured within each comprehensive center.

- The Welcome Team consists of a receptionist and the assigned workforce center staff as scheduled.

- The Skills and Career Development Team consists of most workforce center staff as assigned for a given timeframe, who are responsible for provision of assessments and specialized job search and training needs.

- The Business Services Team consists of local area workforce staff whose key role is to conduct outreach to the business community and provide services to new and existing employers through the Arizona Workforce Connection.

Open, consistent communication processes among Welcome, Skills and Career Development, and Business Services team members ensures the integrity of a seamless integrated system. The goal is to have staff affiliated with a functional team rather than a program. The goal is realistic, even with Pinal County becoming a stand-alone Workforce Development Area on July 1, 2015. Currently, the workforce system in Pinal County can be characterized as one with limited integration where partners share some customer information across programs, maintain some cross-program communication, and align policies between two primary workforce programs – Wagner-Peyser/Employment Services and WIOA Title I Programs. As time progresses into the WIOA programs, there will be much integration of programs. The Pinal Workforce Development Board will guide the process of integration between required partners in accordance with local, state and federal guidelines and regulations.

Provide a customer flow chart for job seekers and employers for each comprehensive center.

Client and Employer Flow Chart is attached in Appendix D.

Provide a plan on how the Local Workforce Area will move toward a single point of contact for a business customer and provide a tiered approach to recruitment, screening, assessment and referral that meets the needs and expectations of its business customers.

The Pinal Workforce Development Area will have a business service center at the comprehensive One-Stop in Pinal for business customers that will include a generic email address as well as a dedicated phone number that can be called to reach a Pinal Business Service Team representative. The Business Services representatives are part of a larger team including representatives from Employment Services, Veterans Services, Dislocated Worker/ Adult/Youth Programs. Business customers will be able to work with team members through the 'single point of contact' e-mail address and phone number to have their needs addressed. The single point of contact for the Pinal Workforce Development Area will help business customers get through the system effectively and efficiently by being served by business subject matter experts.

The Business Services Team will make available the following services through the single point of contact approach:

- Job fairs
- Specialized recruitments
- Rapid Response
- Recruitment services
- Training Programs
- On-the-Job Training
- Tax credit information
- Labor market information
- Special population recruitment assistance

Employer accounts will be categorized using a tiered approach based on each employer's use of the Arizona Workforce Connection system, and was implemented July 1, 2014. The employer tiers are as follows:

- **Platinum Level** – frequent use of services throughout the year determined by three or more services per quarter
- **Gold Level** – frequent use of service that include two services per quarter
- **Silver Level** – use of the service that includes one service per quarter
- **Bronze Level** – use of services once per year

The goal of the Business Services Team is to increase the levels of service. As business outreach expands and the employer database is populated, Pinal fully expects employers to increase their utilization of the One-Stop system and move up in the levels noted previously. The Business Service Team will gather information on each employer's approach to recruitment and applicant screening, so the team can match qualified candidates to the appropriate job opportunities.

If applicable, describe how the Local Workforce Area will use the Rubrics process to assess and teach the soft skills employers are looking for when hiring quality talent.

The Pinal Workforce Development Area has not developed and is not employing the Rubrics process for teaching soft skills. Currently, the Pinal Workforce Development Area assesses soft skills using skills and interest inventories traditionally available on-line through Workforce^{3}One, DOLETA, and the Arizona Department of Education to identify gaps in soft skill competencies. With this information, staff works to identify resources that will address these gaps. Among such sources are remedial secondary or post-secondary classes; counseling; group discussions, team building exercises, and role playing with other clients; and referrals to other agencies specializing in the support needed (e.g. mental health evaluations).

Describe how job seekers, youth, and employers will be provided an orientation to the workforce system and the local access points.

Pinal follows a universal strategy to help ensure individual customers are able to make informed choices and take full advantage of the services and supports provided by the One-Stop system. Orientations are an important part of the strategy, since they offer the first impression of a system to which many customers may be unfamiliar. Orientations in the comprehensive One-Stop for job seekers and youth generally begins with the Welcome Team staff who guide customers through the physical layout of the facility's front end. Customers are made aware of the office equipment, as well as the on-line job search tools (e.g. Arizona Job Connection, LMI, resume design) at their disposal, and are assured that staff will be on hand to explain the why's and the how's of using these tools. Staff also has an opportunity to interact informally with customers and often learn of employment challenges or other personal concerns for which customers are seeking assistance. A lobby waiting area allows customers to view a slide presentation via television monitor regarding the One-Stop as well. Small group orientations (often conducted by Access Point staff) are also scheduled regularly throughout each week,

offering customers greater detail on the additional services and support available through the One-Stop system, including reasonable accommodations (e.g. limited English or disability). Informational packets explaining service flow help customers discern what happens next when help beyond orientation is necessary.

For employer customers, system orientations generally take place at the employer's place of business and are facilitated by a Business Services Team member. In advance of the orientation, the team member will have researched information about the business customer including the type and level of business activity, number of employees, degree of recent success, and jobs to be filled among other things. Employers are informed about the array of services available to them, from job postings assistance to employee retention services.

Describe each level of service, core/intensive/training, and the specific steps describing the activities and services available under each, who will qualify for each and how screening will occur to ensure suitability and eligibility for each. Break out services by adult, dislocated worker and youth.

The One-Stop System provides direct access to core services by different partners and linkages to intensive and training services. Customers can access local labor market information, making informed choices as they prepare for a first job, change careers, or transition into new areas.

Core, Intensive and Training services are provided through the Comprehensive One-Stop Center or through affiliated sites or access points. Core services can be a self-service or staff assisted service, intensive services are provided to individuals unable to find work through core services, and training services are available to employed and unemployed adult and dislocated workers who have met the eligibility criteria for intensive services, who have received one intensive service, and who are unable to obtain or retain employment through those services.

Services to employers offer unified general services throughout all One-Stop locations to meet individual employer needs, provide assistance from knowledgeable staff, offer labor market information, and provide access to partner services and resources.

The Pinal Workforce Development Area's strategy for an integrated delivery system begins with effective partnerships and communications with WOIA and Non-WIOA partners. Job seekers through the Comprehensive One Stop Center may access self-assisted services. All job seekers are required to complete an AJC Registration. Job seekers may self-register or receive staff assistance with the registration process. They may begin to utilize resources immediately or sign up for group orientation and workshops. Job seekers are provided a menu of services available through comprehensive, affiliate, and access sites.

Job seekers at time of registration may be referred to one or more One-Stop partner services. All job seekers accessing services funded by WIOA Title I will be assigned to a Career and Employment Specialist (CES)/Case Manager (CM) to begin the enrollment process by enrolling in a core service. The CES/CM will administer an initial assessment to determine if individual

would benefit from WIOA programs. Once this determination is made, the CES/CM will schedule the individual for initial intake and eligibility. Intensive services are available to eligible adult and dislocated workers who have completed at least one core service and are unable to obtain employment through core services, and determined in need of additional services to obtain or retain employment leading to self-sufficiency.

Customers who meet the eligibility requirements and are in need of training will have participated in a series of assessments to determine basic educational levels (i.e. TABE), as well as other assessments such as the World of Works Inventory to identify their interests, preferred work environments, communications skills, etc. This information is then used to begin selecting a training program or activity from the Eligible Training Provider List or other sources (e.g. work experience, OJT, apprenticeship) that seems to best fit the customer's needs. A request for training is submitted with required documentation for approval to WIOA Program Manager. If ETPL training is approved, an Individual Training Account (ITA) is completed and forwarded to the eligible training provider authorizing the individual to begin training. Placement in other long-term (1+ years) and short-term (less than 1 year) trainings are handled on a case by case basis.

Employers can access a menu of services through the Comprehensive One Stop Center. Services may include posting of job openings, labor market information, and recruitment of prospective employees by searching through resumes posted in AJC or the employer can request staff initiated job candidate referrals. Workshops and assistance with applicant recruitment and screening are available at no cost to the employer.

Customers will have choices in the manner in which they access services and in the services themselves, based on their individual needs and preferences. A multitude of career, skill, employment, and training information is at their disposal through the One-Stop system.

Adult and Dislocated Workers

The One-Stop System provides an integrated approach to the provision of services. Through the enhanced coordination and linkages between One-Stop Partners, information on adult and dislocated worker program services is made accessible to customers in Pinal County.

The One-Stop System principles are universal access, empowering individuals, streamlining services, State and local flexibility, increased accountability, a strong role for Workforce Development Board's and the private sector, and improved youth programs. The One-Stop System can provide a map to services available, coordinate services to develop skills of job seekers, and enable employer needs to be communicated.

Core services will be available universally and will not require an eligibility determination. The core services applicable in any One-Stop Partner program include the following:

- outreach, intake (which may include worker profiling), and orientation to the information and other services available through the One-Stop System
- initial assessment of skill levels, aptitudes, abilities, and supportive needs

- job search and placement assistance, and where appropriate, career counseling
- information on employment statistics and job information
- performance information on eligible providers of training services
- information on local area performance
- information to assist in filing UI claims
- assistance in establishing eligibility for financial assistance for training and education programs
- follow-up services including counseling for individuals placed into unsubsidized employment for at least 12 months following placement.

All customers, including those with special needs and barriers to employment, will have access to a core set of services at the One-Stop in the Pinal system designed to inform customers' of career and labor market decisions. Intensive services are available at multiple locations and training and supportive services are accessible by initiating transactions at the comprehensive One-Stop level.

Individuals unable to obtain employment through core services and employed individuals who need services to obtain or retain employment which leads to self-sufficiency are eligible for WIOA Intensive Services. The individuals must receive at least one core service.

Intensive services will be provided to those WIOA adults and dislocated workers who have been determined by staff to be in need of more intensive services, in order to obtain and retain employment that leads to self-sufficiency.

WIOA Intensive services include:

- individual counseling
- group counseling
- comprehensive assessment
- development of individual employment plan
- adult education
- pre-vocational services
- internships
- work experience
- work readiness
- case management
- supportive services

WIOA funding for training is limited to participants who:

- are unable to obtain grant assistance from other sources to pay the cost of the training **or**
- require assistance beyond what is available under grant assistance from other sources to pay the costs of such training

Service providers must coordinate training funds available and must consider the availability of Pell Grants and other sources of grants to pay for training costs, so that WIOA funds supplement other sources of training grants.

The One-Stop System is the basic delivery system for adult and dislocated worker services. Through the One-Stop System, adults and dislocated workers in need of training will be provided an Individual Training Account and access to lists of eligible providers of training. The mode of delivering training services must provide maximum customer choice in the selection of the training provider.

Individual Training Accounts allow customers to choose the provider of training service based on the specific information listed by the provider. Each One-Stop office must make available to customers the State List of Eligible Providers through the Arizona Job Connection website.

Funding depends on the needs of the participants; however, funding also depends on the amount allocated for each participant. Length of training will be determined by WI0A staff on a case by case basis. Upon receipt of funding allocations, the Pinal Workforce Development Board may establish limits on ITA's such as limitations on the dollar amount and/or durations of training. Training services will be directly linked to occupations in-demand in the local area, or in another area to which the adult or dislocated worker receiving such services is willing to relocate.

Youth

The Pinal Workforce Development Board is committed to helping economically disadvantaged youth ages 14 through 24 complete high school, access jobs and higher education opportunities, and gain the skills needed to progress into well-paying careers. The PWDB is also dedicated to providing youth development services for older youth who have graduated from high school, but are skills deficient, unemployed or underemployed. The PWDB seeks partnerships with organizations and agencies that can demonstrate a measurable impact on youth by building a network that helps Pinal youth succeed in school, at work, and as members and leaders of their communities.

Youth development principles are woven throughout the Workforce Investment Act of 1998 as amended by the Workforce Innovation and Opportunity Act of 2014 and guide the PWDB's approach to administering WIOA youth programs. Youth providers incorporate youth development strategies and principles into programs that support high school completion, skill acquisition, gainful employment and productive citizenship for young people.

Youth providers identify effective approaches to provision comprehensive services that include collaborations and partnerships among youth services agencies and relevant partners. Effective partnerships and collaborations include strategies that link community colleges and other vocational training programs to businesses and industry partners to prepare and place youth in career path programs.

Since all youth served with WIOA funds have barriers, joint collaboration with other youth providers in the community is imperative. This, in conjunction with leveraged resources for supportive services and quality case management should result in successful outcomes.

Stronger partnership is needed to engage and retain "hard-to-serve-youth". Partnerships with all youth agencies need to be cultivated to provide all youth the potential to become self-sufficient.

The following barriers need to be addressed:

- individuals who are school dropouts
- individuals who are basic skills deficient
- individuals with education attainment that is one or more grade levels below the grade level appropriate to the age of the individuals
- individuals who are pregnant or parenting
- individuals with disabilities, including learning disabilities
- individuals who are homeless or runaway youth
- individuals who are offenders.

Youth Providers offer comprehensive services which:

- improve academic achievement for youth, including youth who are basic skills deficient.
- prepare youth for success in employment (work-readiness).
- expose youth to careers in identified industry clusters and foster awareness of career pathway opportunities (e.g. workshops, guest speakers, job shadowing, tours, vocational training and referrals, and other related activities).
- provide youth with relevant work experience/internship opportunities.
- provide youth with skills necessary to job search and assistance with job placement; and
- ensure necessary supportive services for youth to achieve successful outcomes.

Include a comprehensive menu of partner services available as described in the One-Stop Certification Process Policy.

The Pinal Workforce Development Area through the One-Stop System provides a full range of services through designated One-Stop partners. Pinal strives to provide services to customers that are unified in their approach and also serve to produce quality outcomes from the workforce development experience. The One-Stop Center provides all customers access to workforce and labor market information to make informed decisions, utilize self-help and customer assisted services and provide access to partner services and resources.

The following services are offered at the Comprehensive One-Stop Center in Pinal County:

1. **Triage and Initial Assessment** – to identify whether the individual is in crisis, has basic needs, or is ready to work and/or get on a path toward a career.
2. **Core Services Without Significant Staff Involvement**
   - Resource Room
   - Job Match
   - Job Search
   - Labor Market Information
   - Standardized Skills Assessment

- Jobseeker Workshops (Self-Directed/Computer-Based Opportunities, Group Workshops)
- Follow-up Contact After Job Placement

3. **Core Services With Significant Staff Involvement**
   - Resource Room
   - Job Match
   - Job Search
   - Staff-Administered and Interpreted Skills Assessment
   - Job Referral when combined with Staff Help in Decision Making Process
   - Scheduling Appointments with appropriate Community Based Organizations
4. **Intensive Services**
   - Individual Employment Plan
   - Case Management
   - Structured Job Search
   - Staff-Administered Skills Development Strategies
   - Career Planning
   - Research on Training Options
   - Pre-Employment Workshops
   - Group Counseling
   - Short-Term Pre-Vocational Services such as Adult Basic Education, English as a Second Language, Basic Computer Literacy, Interviewing Skills, Soft Skills.
5. **Training Services**
   - Occupational Training is funding through individual training accounts (ITA's)
   - On-the-Job Training
   - Programs that Combine Workplace Training with Related Instructions
   - Skill Upgrading and Retraining
   - Adult Education and Literacy Activities when Integrated with Other Training Services
   - Customized Training
   - Registered Apprenticeship Programs

H.2 Business Services

Describe the role and responsibilities of the Business Service Representative in the Local Workforce Area. Include active local business partnerships and how collaborations between the Local Workforce Area and Employment Service Staff will be synthesized to coordinate business and employer services.

The primary role of the Business Service Representative is to market the Pinal services to businesses and connect employers with qualified workers. Pinal's vision is to provide seamless employer services that are locally industry driven, and create a single point of contact for businesses in need of workforce development services.

A Business Service Representative is dedicated full time to coordinate One-Stop services to employers and job seekers in the Pinal Workforce Development Area. The Business Service Representative is from Employment Services.

The expertise of Employment Services, Veterans Services, and Workforce Development within the local area has provided the opportunity to do some targeted outreach with businesses. The Business Services Representative coordinates outreach activities and includes the development of jobs for veterans, dislocated workers and other job seekers entering the One-Stop system throughout the local area.

The Business Service Representative is identifying and developing relationships with the different Economic Development organizations, Chambers of Commerce, and other community programs throughout the local area to ensure that Arizona Workforce Connection (AWC) services are recognized and utilized by businesses. The Workforce staff already attends and present at different community and business events regarding the services available through the AWC.

Workforce staff makes presentations to new employers coming to the area as well as existing employers and coordinate job fairs, special recruitments and event presentations. Future plans include the continued practice of Chamber Business before Hours, Chamber luncheons, Economic Development quarterly meetings, and other city/county events that provide the opportunity to promote AWC to the business community.

Describe how the Local Workforce Area will coordinate efforts of the multiple programs included in the plan to meet the needs of business customers of the One-Stop system in an integrated fashion, such as hiring plans, training needs, skill development, or other identified needs. The Local Business Plan should also describe how the Local Workforce Area will use program funds to expand the participation of business in the local/regional workforce investment system.

The Business Services Team consists of One-Stop partners and community partners for the sole purpose of coordinating and promoting workforce activities to business customers throughout the local area. Team members will have extensive knowledge of each service to promote services in a seamless fashion.
To serve business customers effectively, the Business Services Team will need to ensure the following:

- Coordinate efforts between the partners for recruitment activities.
- Attend meetings that involve economic development, chamber activities and community college initiatives.
- Organize and participate in job fairs with community partners, community college sites, tribal areas and Veterans special activities.
- Conduct outreach activities with targeted employers as identified in the local area sector strategy plan.
- Analyze employer information that includes hiring trends, services provided, products, and use of the Arizona Workforce Connection services.

- Develop a business service tracking system that will store information on business customers in order to produce reports and outreach plans for the local area.
- Ensure availability of the team to assist business customers with workforce issues and the resolution of those issues
- Expand Veterans outreach to businesses in both counties.
- Promote On-the-Job Training, Work Experience, WOTC services.
- Create a database of employers and track frequency of contacts and varying needs of employers.

Describe how the Local Workforce Area will utilize on-the-job-training (OJT) to engage businesses in WIOA training and hiring of participants.

The Business Services Representative, as well as the entire Business Services Team will promote on-the-job training to those business customers who express an interest in partnering with the Arizona Workforce Connection. The win-win aspect of OJTs appeals to employers attracted by the prospect of subsidized training resulting in a job-ready employee already familiar with their business culture and trained in the specific skills they require. OJTs offer one of the best opportunities for leveraging WIOA funds to accomplish long-term, self-sufficient employment.

The Business Services Representative and the Business Services Team will be proactive in seeking OJTs by providing information to employers on specific WIOA participants whose training plan includes OJT funding.

H.3 Training Services (Adult and Dislocated Workers)

Describe local Individual Training Account (ITA) policy, including the current threshold for each ITA. Include procedures to ensure the exceptions to the use of ITA's, if any, are justified.

Pinal WIOA funding for training is limited to participants who:

- are unable to obtain grant assistance from other sources to pay the cost of the training **or**
- require assistance beyond what is available under grant assistance from other sources to pay the costs of training.

Individual Training Accounts allow customers to choose the provider of training services based on their training goals. Each One-Stop office makes available to customers the State List of Eligible Providers (ETPL) through the AZJobConnection. ITAs are utilized only for training services in demand occupations as defined by the Pinal Workforce Development Board.

The funding threshold for training is on a case-by-case basis, and requires the selected training to be in a high demand industry sector. The associated program manager must approve the request for training funds.

ITAs are for those who cannot find employment through core and intensive services. The case manager and participant will develop a training plan linked to the local demand occupations and

documented in the Individual Employment Plan. ITAs are used for participants in a certification or degree program. All ITAs must be approved by the Program Manager or Coordinator before the start date.

Describe the process for determining an approved level of Individual Training Accounts costs and the levels established by the local workforce board.

There is no board- approved level of ITA costs. The funding allotted for each Individual Training Account is set on a case by case basis. Funding depends on the customer's existing skill set and education, the time necessary to complete ITA-funded training, the customer's need for additional support, and the degree to which the customer desires to complete the training and enter the workforce and retain employment.

Describe measure to leverage resources to provide increased access to training opportunities.

Service providers must leverage training funds, considering the availability of Pell Grants and other funding sources (including the customer's own funds) to pay for training costs, so that WIOA funds supplement other sources of training grants. If an individual is eligible for a Pell Grant, this tuition source pays first. An individual may enroll in WIOA funded training while his or her Pell Grant application is being processed. The WIOA program will fund the tuition costs and agree to be reimbursed by the training provider. Other resources like PEPP are utilized to provide funding for training as well. Case managers generally determine the extent of other training resources to ensure WIOA funds are expended for the best possible training outcome.

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Describe how the Local Workforce Area will ensure that training providers consider the availability of other sources of grants to pay for training costs such as Welfare-to-Work, State-funded training funds, and Federal Pell Grants, so that WIA funds supplement other sources of training grants.

The Dislocated Worker, Adult, and Youth Program participants requesting training services are required to apply for a Pell Grant to pay for tuition. Participants are also required to submit the Pell Grant award or denial letter for each semester they attend WIOA approved training. Participants must notify and submit documentation to their case manager if they are co-enrolled in any other program.

Describe the process for determining how training is approved or denied for each eligible participant.

The case manager identifies participants who have met the eligibility criteria for intensive services and, after an assessment and evaluation is conducted, the case manager will determine if training services are needed. Each training program must be in a demand occupation in the local area, and include a review of the state's high demand sectors as well. The training program must meet the priority of services criteria and match the career assessment outcomes, (World of Work Inventory) and be in a WIOA approved program of study. If the participant is eligible for training services, the request is submitted to the Program Manager for approval or denial. If the local criterion is not met, the training will be denied and subject to revision and appeal.

Workforce staff is knowledgeable of the training funds available, and area post-secondary schools (CAC, etc.) have someone to review trainings most suitable for WIOA funding.

Describe the grievance policy established for participants denied requested training.

The Dislocated Worker, Adult, and Youth programs' grievance policy for participants denied training services is as following:

> *All participants receive and sign a complaint procedure at enrollment and they have the right to file a grievance in writing for denial of training services. The complaint is made to the case manager and must be submitted within thirty days of denial. The participants may appeal the case manager's decision to the Program Manager. The Program Manager will provide a written reason for denial and give the participant an opportunity to submit a revised training program. All decisions made by the Program Manager are final.*

H.4 Training Services (Eligible Training Providers)

Describe how the Local Workforce Board will:

Accept applications for initial eligibility from certain postsecondary institutions and entities providing apprenticeship training

All training providers must register online at www.azjobconnection.gov (AJC) and have a Federal Employer Identification Number (FEIN). They must provide the following information in order to be considered for approval:

- Current license from appropriate Arizona licensing authority or Federal licensing authority
- Certificate of Liability Insurance, results from the latest financial audit, or a cover letter from the last financial review, and student grievance policy.

The Pinal Workforce Development Area ETPL reviewer (i.e. WIOA program manager) then uses the ETPL checklist as a guide to ensure each institution has the appropriate credentials and has completed the online application on the AJC website. The Pinal Workforce Development Board reviews and approves the training program(s) submitted by the training provider in AJC, then submits the application to the state for final approval. The same process is utilized for specialized program such as apprenticeships.

If a training program is denied approval, the Pinal Workforce Development Board contacts the provider with the reason for denial and offers assistance to facilitate resubmittal of the application.

Carry out procedures prescribed by the State to assist in determining the initial eligibility of other providers;

The Pinal Workforce Development Board uses procedures set forth by the State in WIA Guidance Letter #02-13 (i.e. The Training Program Credential Checklist) when evaluating programs for inclusion in the ETPL. The Pinal Workforce Development Board relies on the WIOA Program Manager to review and make recommendations to the Board regarding the approval or denial of providers and training program.

Carry out procedures prescribed by the State to assist in determining the subsequent eligibility of all providers;

Pinal adheres to state policies in determining the subsequent eligibility of all providers. WIOA staff contact providers and offer guidance when examining the subsequent eligibility of all providers.

Compile a local list of eligible providers, collect the performance and cost information and any other required information relating to providers;

Pinal has not **compiled a comprehensive list of eligible providers in the Pinal Workforce Development Area utilizing the Arizona Job Connection website**. Going forward, the staff reviewer will develop this list of eligible providers, training programs, and cost data as required by state policy.

Consult with the designated State Administrative Agency in cases where termination of an eligible provider is contemplated because inaccurate information has been provided.

Guidance from the state ETPL Coordinator will be sought to ensure due process is followed in light of the possible exclusion of an eligible provider from the state eligible training provider list for a provider located in or offering courses in the Pinal Workforce Development Areaw.

I. Service Delivery to Target Populations

Reference: One-Stop Delivery System Policy; One-Stop Certification Policy, Adult and Dislocated Worker Policy

The LWIA Business Plan must describe how all the programs described in the plan will work together to ensure that customers who need a broad range of services receive them.

I.1 Priority of Service

In the event that adult funds are determined to be limited, the Local Workforce Board must have a priority of service policy in place. The policy, at a minimum, must grant priority to individuals who are receiving public assistance or are classified as "low income" in accordance with 20 CFR 663.600 (a). Veterans and covered entrants meeting low-income guidelines must receive priority of service.

Establishing a priority does not prohibit the Local Workforce Board from serving other eligible participants as well. Additional priorities may also be set for specific populations, such as individuals with significant barriers to employment. Information regarding priority of service must be outlined in the LWIA strategic plan.

The One-Stop Center in the Pinal Workforce Development Area strives to be an effective delivery system under the priority of service requirements already established in WIA as amended by WIOA and the Jobs for Veterans legislation. Regardless of funds availability, core services are available to all customers. With respect to intensive and training services, individuals on public assistance, other low-income individuals, veterans and their spouses who meet eligibility requirements receive preference as a matter of course.

Individuals receiving public assistance are identified through coordination with DES Family Assistance Administration and other low-income individuals are identified using 70% of the latest Lower Living Standard Income Level (LLSIL) thresholds based on family size, published annually in the Federal Register by the U.S. Department of Labor – Employment and Training Administration (For 2014, the thresholds are found in Federal Register/ Vol. 79, No. 59 dated Thursday, March 27, 2014.). One-Stop staff dedicated to veterans services assist with identification of eligible veterans and their spouses. In addition, the One-Stop posts bulletins and brochures inside the center and makes partner agencies and the public aware of veterans' service priority at internal meetings, as well as job fairs, community events, and other outreach efforts.

Limited funding becomes particularly important when priority customers are in need of training services. In these instances, the Pinal Workforce Development Area complies with both long established guidance and recent state updates specific to each priority customer group (e.g. WIA Guidance Letters 05-07 Change 2, 04-09 Change 1, 09-08, 01-13, 02-08 Change 3, and 07-05).

Describe how the LWIA will coordinate with workforce system partners to ensure job seekers receive a broad range of services for the following target populations:
Unemployment insurance claimants; long-term unemployed; underemployed; dislocated workers (including trade-impacted dislocated workers and displaced homemakers); low-income individuals (including recipients of public assistance); migrant and seasonal farmworkers; veterans; individuals with limited English proficiency; homeless individuals including veterans; ex-offenders; older workers; individuals training for nontraditional employment; and individuals with multiple challenges to employment.

The Workforce Investment Act as amended by the Workforce Innovation and Opportunity Act emphasizes the importance of leveraging partnership resources to provide job seekers self-sufficient, sustainable careers. Toward this end, the Pinal One-Stop system's service coordination efforts include the following, which assists all target populations:

- Ensuring all system staff has access to information regarding each One-Stop partner and the services they provide. This includes periodic cross-training among partner staff.

- Using common triage, orientation, intake, and initial assessment processes shared among partners to raise awareness of job seeker needs most prevalent among this customer base.

- Employing on-line assistance (via web site) that creates more streamlined access to the mix of One-Stop services, as well as referrals to outside agencies to overcome the physical distance between them and the One-Stop location.

- Working with post-secondary education, vocational rehabilitation, employers, and other potential providers of training to supplement training funds provided by WIOA Title I funding streams.

- Building long-term relationships with numerous human service agencies outside of the One-Stop system's immediate network to help supplement the in-network service mix. These include community assistance programs offering rent and utility assistance; churches offering food, shelter, and cash assistance; adult centers offering low-cost or no-cost meals, etc.

Coordination specific to each target population is outlined below:

A. **Unemployment insurance claimants.** Employment Service registration in AJC offers a full range of features and services to assist a claimant's employment needs, researching the job market, analyzing career interests, etc. The AJC system also maintains a claimant's job-seeking information, such as career searches and occupations. Upon receipt of UI benefits, claimants are automatically subject to review by the AIRSNet profiling program. AIRSNet utilizes a statistical model and selection process to identify individuals with a greater probability to exhaust UI benefits prior to returning to the workforce.

B. **Long-term unemployed.** The first step to serving the long-term unemployed is to determine the underlying reason(s) for their inability to find work. Do they know how to effectively job search? Do they have the soft and occupational skills needed to obtain

employment? The Welcome Team triages and makes appropriate referrals to assist them in overcoming their barriers to employment.

C. **Under-employed.** Serving under-employed individuals requires a strategy similar to serving the unemployed. Staff must determine the underlying reason(s) for their inability to find employment. Do they know how to effectively job search? The Welcome Team triages and makes appropriate referrals to assist them in overcoming barriers to employment.

D. **Dislocated workers (including trade-impacted dislocated workers and displaced homemakers).** Coordination between the Dislocated Worker Program and the Trade Adjustment Act (TAA) provides integrated service delivery for co-enrolled participants. Guidelines were developed to ensure the availability of services to individuals affected by a layoff due to foreign competition. Eligibility is determined in the WIOA Dislocated Worker program. WIOA dollars are utilized first for each participant. Services are coordinated between WIOA and TAA funding streams.

E. **Low-income individuals (including recipients of public assistance).** Individuals receiving public assistance or are low-income will be given priority for services defined by the Priority of Services policy. The WIOA Adult Program provides assistance to participants who meet the eligibility of low income. These participants routinely receive referrals to outside human service agencies.

F. **Migrant and seasonal farmworkers.** This specific population receives all available core services in the Casa Grande One-Stop Center. The Migrant and Seasonal Farmworkers Program service representative is with DES Employment Services.

G. **Veterans.** The One-Stop system provides services to Veterans and eligible spouses through coordination between the Welcome Team and Veterans representatives.

H. **Individuals with limited English proficiency.** Persons with limited English proficiency may be a secondary school student, an adult, or out-of-school youth with limited ability to speak, read, write, or understand English and whose native language is not English. Clients are referred to local community college providers for English Language for Adult Acquisition (ELAA) studies. They are eligible for all One-Stop Career Center core services and consideration for intensive/training services.

I. **Homeless individuals including veterans.** Staff works closely with the homeless. These individuals are often referred to other agencies for additional support services. Veterans staff sponsors a yearly Veterans "Stand Down", which is a one-day event to provide homeless veterans with clothing, food, dental assistance, employment referrals, and other assistance.

J. **Ex-offenders.** Ex-offenders have access to all core services in the One-Stop Center. Business Services reps routinely seek out employers who are willing to work with ex-offenders.

K. **Older workers.** Pinal Older Worker services are managed by the Senior Community Service Employment Program (SCSEP).

L. **Individuals training for nontraditional employment.** The One-Stop Center offers assessments to determine client interests in non-traditional employment. WIOA case managers utilize the interest and personality assessments in non-traditional career for individual career strategies and work with Business Services representatives to identify nontraditional employment opportunities.

M. **Individuals with multiple challenges to employment.** Individuals experiencing multiple barriers receive service priority based on the criteria established as part of WIOA Youth, Adult and Dislocated Worker Services. Additionally, assistance generally involves multiple partners within and outside of the One-Stop network.

Describe strategies and partnerships that will focus on serving individuals with disabilities.

Pinal is in the middle of negotiations with State Vocational Rehabilitation (VR) to provide interim, itinerant services in the One-Stop. Currently, clients are referred to Vocational Rehabilitation's main office in Apache Junction.

Customers eligible for vocational rehab services (e.g. persons with physical, mental, cognitive, and sensory disabilities) are most likely to have one or more disabilities that make it difficult for them to prepare for, obtain, or retain employment, and for whom vocational rehab may prove beneficial. Because such eligibility determinations are complex and require specialized intake expertise and case management, vocational rehab staff is usually not among the partners found on site daily at the Pinal One-Stop. They typically receive referrals from other partner staff. State vocational rehab offices provide counseling, job skills training, adjustment to disability assistance, work experience, and job placement services, much like the services offered to other One-Stop customers. The One-Stop does offer specialized computer-based (software) assistance for persons with disabilities seeking employment at the comprehensive center.

I.2 Dislocated Workers

The purpose of WIA Title IB dislocated worker program is to provide services to individuals who have been terminated or laid off, or have received notice of termination or layoff, from employment generally due to plant closures or downsizing; and who meet the dislocated worker definition of a displaced homemaker.

Describe how the Local Workforce Area coordinates the delivery of services to eligible dislocated workers.

The dislocated worker program offers employment and training programs for eligible workers who are unemployed through no fault of their own or have received an official layoff notice. The program also provides the following specialized reemployment services:

Rapid Response
Rapid Response services provide short-term early intervention and immediate assistance with layoffs and plant closures. Rapid Response provides early intervention assistance designed to

transition workers to their next employment as soon as possible. A multi-agency team coordinates Rapid Response services to affected employers and employees.

Rapid Re-employment Services
Rapid Reemployment Services (RRS) are geared toward unemployment insurance (UI) claimants identified as likely to exhaust benefits. Claimants are required to participate in re-employment services as a condition of UI eligibility.

Trade Adjustment Assistance
The TAA program provides additional benefits for dislocated workers of companies that are directly affected by increased imports or certain shifts in production to other countries. TAA petitions trigger provision of Rapid Response services and specialized training services.

The Pinal Workforce Development Area through the One Stop Delivery System provides services to eligible dislocated workers or to individuals who meet the definition of a displaced homemaker. Through the One-Stop center, dislocated workers can access a full range of services through the designated One-Stop center, co-locations, access points, and partners. The One-Stop center staff ensures each customer who comes into the One-Stop center for employment and training services receives, at a minimum, staff assisted core services through a coordinated approach among partner agencies.

The One Stop System provides direct access to core services by other partners and linkages to intensive and training services. Job seekers are required to register in the Arizona Workforce Connection (AJC) system. To help job seekers through this process, computers are available solely for AJC registration or for accessing services and maximizing seamless delivery of services for job seekers. Once registered, job seekers are provided with information and methods to directly access or learn more about available services. The program provides three levels of service.

Core services or self-help services are available through the One Stop center and Access Points. WIOA staff provides new customers with an orientation to services available and helps identify needs. The customer chooses to access services independently or may request additional staff assistance. Staff assisted core services are provided on an individualized basis and includes a great level of staff intervention and core services. Staff assisted core services provides a greater level of services for individuals who are unsuccessful at achieving their employment goals through core services and for individuals who present barriers to attaining employment such as transferrable skills that may lead them to full time employment and self-sufficiency.

Job seekers requesting staff assisted services meet with a career and employment specialist to complete an eligibility process. Specific documentation is collected to provide the basis of determining eligibility and services needed. The One Stop delivery system is the basis for providing customers with labor market information and access to workforce system partner services and resources.

Intensive services are provided to WIOA Dislocated Workers who have received at least one staff assisted core service. Intensive services for dislocated workers are delivered in Pinal County through the One-Stop Center. Collaboration efforts between the Dislocated Worker Program and

partners are made to foster program communications, increase awareness and integrate service delivery among mutual participants.

Training services for dislocated workers will be delivered in Pinal Workforce Development Area through the One-Stop center. Training services are available to WIOA dislocated workers who have received at least one intensive service and whose assessment results and training justification demonstrate training services are expected to lead to full time employment and self-sufficiency.

Claimants who have been prioritized and referred to the Pinal Workforce Development rd shall be considered to have met the eligibility criteria for dislocated worker services under Category 1, outlined in the Rapid Reemployment Services Desk Reference.

The Trade Adjustment Assistance (TAA) program provides additional benefits for dislocated workers of companies that are directly affected by increased imports or certain shifts of production to other countries. TAA petitions now trigger immediate provisions of Rapid Response and basic adjusted services available under WIA as amended by WIOA, facilitating coordinated planning and more rapid reemployment.

Trade-affected workers receive notification that their Trade petition has been approved. The notification instructs them to contact their local TAA Coordinator for services. Making contact with the TAA Coordinator and providing a copy of the petition approval letter meets the Category 1 eligibility criteria for WIOA Dislocated Workers.

This section provides information for determining eligibility for the dislocated worker program. See Section V for verification and documentation for WIA as amended by WIOA eligibility.

I.3 Rapid Response

Rapid Response is a required activity designed to assist workers who are facing loss of employment through a permanent closure or mass layoff, or a natural or other disaster that results in mass job dislocation to obtain reemployment as soon as possible.

Identify the Local Rapid Response Coordinators who are responsible for connecting dislocated workers to WIA Title IB resources.

Tammy Leonard-Wimmer
Rapid Response Coordinator
Central Arizona Governments
1075 S. Idaho Road, Suite 300
Apache Junction, AZ 85119
Phone: 480-7474-9300
Fax: 480-474-9306

Identify how the Local Rapid Response Coordinators work with additional stakeholders through integrated partnerships for Rapid Response Teams.

The WIOA Dislocated Worker Program provides Rapid Response services to assist employers, employees and communities facing a plant closure, mass layoff, or a substantial layoff due to business curtailment created by foreign competition or economic slowdown.

The Rapid Response Team Leader coordinates with DES Employment Services, DES Veterans Services, Unemployment Insurance, and other WIOA partners. Depending on the nature of the layoff and requests from the employer, other agency representatives may participate in the Rapid Response Team including DES Trade Adjustment Act staff, union representatives, or other social service agencies. A Rapid Response Team represents Pinal County.

The Rapid Response Team is familiar with participating agencies and their roles in pre-layoff and layoff activities. Their initial contact with each employer is crucial to establishing relationships among all affected individuals and includes the following:

- The purpose, format, content, and benefits to the employer and employees
- Available programs, service providers, and resources in the local area such as unemployment insurance, reemployment services, job training, Trade Adjustment Assistance, and financial counseling to meet the short and long-term assistance needs of the affected workers
- An assessment of the employer's layoff plans and schedule
- Identification of the employees affected by the layoff, their current wage scale, occupations, skill levels, and length of service,
- Company benefits available to employees, i.e. severance pay, job development/job search activities, relocation or reemployment opportunities, etc.
- Probable assistance needs of the affected workers
- Reemployment prospects for workers in the local community
- Potential for averting the layoff or closure that may be discussed in consultation with state or local economic development agencies, including private sector entities and the Arizona Commerce Authority

Identify the local area's Rapid Response team and their roles and functions.

The Dislocated Worker Program is the lead agency for Rapid Response services in the Pinal Workforce Development Area. At a minimum, the Rapid Response Team consists of the following partners:

Rapid Response Coordinator – Tammy Leonard-Wimmer
Dislocated Worker Program Representative, Casa Grande – Delia Ronquillo
Dislocated Worker Program Representative, Apache Junction – Ruben Castro
DES Employment Services/Unemployment Insurance – Kim Rodriquez/Tim Tucker
Veterans Services – Jason Robert

Other partners may include:
Family Assistance Administration
Labor Union
Community Action Program

Identify your local Rapid Response policies, including the minimum threshold number of affected workers the LWIB has approved for Rapid Response services to be provided to a company experiencing a layoff, reduction in force or closure.

Dislocated Worker policy directs that Rapid Response services must be provided to assist employers, employees and communities that are facing a plant closure, mass layoff, or a substantial layoff due to business curtailment created by foreign competition or economic slowdown.

The WIA as amended by WIOA Dislocated Worker Program is the lead agency for Rapid Response services and makes initial contact with the employer to initiate the Rapid Response process. An affected company is contacted within 48 hours of receipt of the program's notification of a layoff or plant closure. At the initial employer meeting, an assessment is conducted to include the employer's layoff plans and scheduled layoff dates. Plans are developed for re-employment prospects such as layoff aversion.

The Rapid Response Team secures and coordinates all the requested services to be delivered. Generally, services are offered on-site, but can also be arranged off-site. These consist of:

Unemployment Insurance Benefits information
Workforce Innovation and Opportunity Act Dislocated Worker Program
DES Employment Services
DES Veterans Services
Labor Union Representation when unions are involved
One-Stop Resources - Job search, workshops
Trade Adjustment Act
Community Agencies/Programs

An employer survey is conducted after the Rapid Response orientation to gather feedback on the services provided. Follow-up is also conducted with the Rapid Response Team to assess the effectiveness of the information presented to both the employer and employees, as well as next steps in the assistance process.

The threshold for approved Rapid Response services is a substantial layoff affecting more than 10% of the workforce or a minimum of 10 employees. If a substantial layoff is less than 10 employees, the Dislocated Worker Program Manager has the discretion to approve initiation of Rapid Response services.

Describe services to be provided to those affected by a mass layoff including planned strategies for incumbent worker training focusing on layoff aversion.

The Dislocated Worker Rapid Response Team is notified of a reduction in force by the Worker Adjustment and Retraining Notification (WARN) submitted by the employer to the state. Notifications may also be ascertained from news media, employer contact, employee contact, or word-of-mouth. The affected company is contacted within 48 hours of receipt of notification.

When the Rapid Response Team is notified of a plant closure or mass layoff, the team can help plan an effective and efficient layoff strategy to help minimize lost productivity. The team

contacts a company representative to explain available Rapid Response services as detailed earlier in this section.

Layoff Aversion involves planned, customized activities and services coordinated between the Rapid Response Team and the employer. There are numerous, potential benefits to the employer, affected workers, the community, and the workforce system when layoffs can be averted. In the case of layoff aversion, the employer's role and obligations are well defined upfront, as well as the role of Rapid Response in serving both the employer and the affected employees.

I.4 Apprenticeship Program

Registered Apprenticeship includes on-the-job learning from an assigned mentor combined with technical training provided by apprenticeship training centers, technical schools, community colleges, and institutions employing distance and computer-based learning systems. At the end of the apprenticeship, all apprentices receive a nationally recognized credential. Some apprenticeship programs offer interim credentials as apprentices achieve important milestones during their apprenticeship.

Describe how the Local Workforce Area will coordinate efforts with the State Apprenticeship Program.

The Pinal Workforce Development Area, through the one stop delivery system, will make available to Adult and Dislocated Workers information on Registered Apprenticeship programs in various locations. Apprenticeship Programs provide opportunities for on-the-job training and related classroom instruction in which workers learn the practical and theoretical aspects of a skilled occupation. Traditionally, apprenticeships offer some of the best opportunities for 'learning while earning' and are viewed as career employment for job seekers willing to invest the significant time required to complete them. Partnerships will be coordinated with employers who utilize apprenticeship trainees in their labor force. At the end of the apprenticeship, apprentices receive a nationally recognized credential.

The Pinal Workforce Development Area has apprenticeship opportunities sanctioned by the state Apprenticeship Office available in the area. The Pinal Workforce Development Area is in constant contact with the Apprenticeship Office to identify current apprenticeship placements that coincide with its pool of job seekers. As of March 2014, the following apprenticeship programs were accepting new applicants:

Apprenticeships – Pinal Workforce Development Area Locations Are Within a Commutable Distance of Pinal
Freeport-McMoRan Copper & Gold **P O Box 4444 Title: Human Resources** **Claypool, AZ 85532** **Arizona Operating Engineers** **10797 West Randolph Rd.** **Casa Grande, AZ 85222**

Globe-Miami Joint Apprenticeship & Training
P.O. Box 108, Hwy 188 Title: Training
Globe, AZ 85502

The website for Arizona Apprenticeships is www.azapprenticeship.com.

Describe current and planned use of WIA Title 1B funds for apprenticeship training.

Plans are currently on hold for planned uses of apprenticeship training. Apprenticeships tend to require long-term investments in supportive services (i.e. tools, transportation, uniforms, education materials, etc.) and program funding decisions with respect to WIOA are pending due to the Pinal Workforce Development Area re-alignment and interpretation of the WIOA amendment to WIA with possible new funding requirements.

I.5 Trade Adjustment Assistance (TAA)

The Arizona Trade Adjustment Assistance (TAA) program will provide seamless services to participants through a coordinated and functionally aligned effort between the Workforce Investment Act (WIA) and Wagner-Peyser (WP).

Describe how TAA services will be delivered. LWIAs must describe how they will ensure enrollment of TAA participants into the WIA Title 1B Dislocated Worker Program.

Workforce staff across programs work together to provide trade-affected workers with opportunities to obtain new job skills, resources and the support they need to successfully become employed. Potential TAA customers may be identified during the Welcome Team process, the Skills Development process, or customers may self-certify and present their TAA certification at the outset. Dislocated Worker staff generally manages TAA participant cases, ensuring co-enrollment and appropriate leveraging of TAA and DW funding. Due to the flexibility TAA funds afford for training services, case managers usually have more latitude when assisting TAA clients with matching existing skills to training leading to future careers. TAA customers are not limited to the Eligible Training Provider List when pursuing TAA-supported training. In addition, TAA requires only that training be made available at a reasonable cost and may preclude the use of a 'hard' training cap.

I.6 Reemployment Services

Employment Services (ES) targets Unemployment Insurance (UI) claimants who are most likely to exhaust benefits before getting a job. All UI claimants who report as scheduled for orientation to ES via the Re-Employment (RES) program receive the five mandatory core services:

- **Assessment of skills, interests, abilities, and supportive service needs**
- **Registration in the Arizona Job Connection (AJC) System**
- **Labor market information**
- **Job search and placement assistance**
- **Development of an employability plan**

Describe how Reemployment Services will be coordinated within the operations of the One-Stop Centers.

Reemployment Service orientations are conducted on a weekly basis in Casa Grande. The One-Stop Center gives a presentation on Reemployment Services and simultaneously provides customers a pre-application, offering an immediate opportunity to enroll into WIOA. Workforce staff provides information on services available through the Arizona Workforce Connection as well as expectations for UI program compliance as it relates to Reemployment Services.

Reemployment Service customers are screened for potential dislocated worker eligibility during one-on-one sessions following the initial orientation. Those that opt to complete the pre-application are scheduled for an eligibility determination meeting with Dislocated Worker staff.

I.7 Migrant Seasonal Farmworker Outreach Program (if applicable)

Employment Administration(EA) and Employment Services (ES) provide services through the One-Stop Career Center/Labor Exchange System to empower Migrant and Seasonal Farm Workers and limited English proficient (LEP) individuals in: making career and labor market decisions; achieving economic self-sufficiency; and improving their living and working conditions.

Where provided, describe how Migrant Seasonal Outreach Program services will be delivered and coordinated within the operations of the One-Stop Centers.

The Pinal County One-Stop Center is a designated site for Migrant Seasonal Farm Worker (MSFW) Outreach due to the prevalence of agricultural operations in the county. The MSFW Outreach Worker provides information to MSFW's and their families regarding services available through One-Stop partners. Referrals are made to services based on individual customer needs and may include:

- Arizona Job Connection registration and job referrals
- Referrals to Portable Practical Employment Program for eligibility and training assistance
- Referrals to the WIOA Program

Outreach is also provided to agricultural employers to determine their needs. Employers in some areas of the county have expressed a shortage in seasonal farm workers to meet cyclical demands.

Efforts are made to assist these employers by making local programs that work with migrant workers aware of job opportunities when they become available. Project PPEP is a partner in the One-Stop system and offers training and educational services to migrant and seasonal farm workers.

I.8 Senior Community Service Employment Program (SCSEP)

The Senior Community Service Employment Program (SCSEP) fosters useful part-time, work-based training opportunities (community service assignments) for unemployed low-income persons who are 55 years of age or older who have poor employment prospects.

Describe how the local workforce system will ensure integration of the Senior Community Service Employment Program (SCSEP) into the Local Workforce Area business plan.

The purpose of the Senior Community Service Employment Program (SCSEP) is to serve older workers with poor employment prospects, to provide hands-on training through part-time work at community service agencies (called Host Agencies), to assist with the transition of participants to unsubsidized employment, and to provide supportive services to assist participants in obtaining and maintain employment. SCSEP also provides (depending on funding) On-the-Job Experience (OJE) designed to lead to unsubsidized employment with a public or private employer.

Eligible participants must be 55 years of age or older, have a family income of no more than 125% of the Federal Poverty Level, be unemployed at time of the application and throughout the program, and live in Arizona at the time of enrollment (Homeless persons can qualify.).

The first priority for selection of participants is veterans or a spouse of a veteran, then…

1. 65 years of age or older
2. Has a disability
3. Has limited English proficiency
4. Has low literacy skills
5. Resides in a rural area
6. Has low employment prospects
7. Failed to find employment after using WIA/WIOA Title I
8. Homeless or is at risk of homelessness

Participant services provided through SCSEP include:

1. Assessment services
2. Case management
3. Individual Employment Plan
4. Community Service Assignment with wages
5. Referral to One-Stop for employment
6. Job search assistance and counseling
7. Orientation
8. Supportive services

Supportive services are also provided to assist a participant with his or her community service assignment and to help them gain and keep a job. Supportive services may include reasonable costs (depending on funding) for, but not limited to: shoes, uniforms, glasses, transportation, hand tools, emergency car repairs, etc.

The Pinal One-Stop system, in coordination with SCSEP, provides services to eligible and non-eligible SCSEP applicants/participants. Services may include, but are not limited to:

- assessments

- dual enrollment in WIOA programs
- labor market information
- job search assistance and placement
- job clubs and other job-readiness classes
- referrals
- intensive/training services based on customer eligibility

The Pinal Workforce Development Board and the One Stop System understands that older workers are a vital resource for employers and, in an effort to increase the percentage of workers over 55 participating in Arizona's workforce, One-Stop staff will ensure that each customer, regardless of age, receives, at a minimum, staff assisted core services through a coordinated approach among partner agencies.

I.9 Youth Services

Each Local Workforce Investment Area (LWIA) coordinates with community partners to offer services to youth, especially youth with significant barriers to employment. In collaboration with their partners, strategies are developed by the LWIAs to provide initial intake, objective assessment, case management and individual service strategies and eligibility assessment.

Describe the strategies to be used to incorporate the required youth program elements within the design framework.

1. Tutoring, study skills training and instruction leading to the completion of secondary schooling including dropout prevention strategies. Youth Program partners work with local school districts and other entities to ensure that youth have access to tutoring, study skills and additional instruction when needed. Central Arizona College is used for tutoring services when a need is established. Case Managers provide dropout prevention strategies when a youth is at risk of dropping out.
2. Alternative secondary school services. Case Managers are familiar with alternative secondary options in their area and explore options that meet the needs of youth.
3. Summer employment opportunities directly linked to academic and occupational learning; Summer employment opportunities are matched to the interest of the youth and their career goals when available. Youth have the opportunity to develop and demonstrate soft skills in their summer employment.
4. Paid and unpaid work experiences including internships and job shadowing.
   Work experiences are offered to youth when it benefits them and is focused on their career interests based on their field of study and/or O'Net interest profiler survey results.
5. Occupational skill training. Case managers assist youth in selecting occupational skills training that will provide them with future employment opportunities. They also assist youth in enrolling, completing FAFSA and provide financial support as needed.
6. Leadership development opportunities. Opportunities are available through work readiness classes, workshops, and success coaches.
7. Supportive services. Supportive services are available to youth to provide assistance for needs that help them to be successful in completing their educational program and help them obtain employment.

8. Adult mentoring for a duration of at least twelve months may occur during and after program participation. Youth are provided adult mentoring through their case manager and first-year college students are assigned a success coach which is a more experienced college student.
9. Follow-up services for not less than 12 months after the participant completes the program. Case managers provide follow-up support to participants for one year after exiting the program.
10. Comprehensive guidance and counseling, including drug and alcohol counseling and referral to counseling. Case managers provide guidance and counseling and refer to community agencies when additional counseling needs arise.

Describe the strategy to provide initial intake, objective assessment, case management, individual service strategies and eligibility assessment of youth.

Participants are invited to an orientation to learn about WIOA Youth services. Case managers determine eligibility in an intake appointment and proceed with objective assessment with TABE testing, and also complete the O'Net interest profiler at the time of enrollment. Case managers provide participants intensive case management, which equates to one contact per month. An ISS with individual education and employment goals is developed with input from each youth and continually assessed and modified based on individual progress.

Describe how the Local Workforce Area will deliver comprehensive services for eligible youth, particularly youth with significant barriers to employment. The discussion must include how the Local Workforce Area coordinates youth activities, including coordination of WIA Youth activities with the services provided by the Job Corps (if applicable) program in the state.

The Pinal Workforce Development Board has been in the midst of re-instituting a Youth Committee during the last month under WIOA in conjunction with the re-alignment of the newly formed Pinal Workforce Development Area. There is much excitement in forming the Youth Committee under the new WIOA and the newly formed Pinal Workforce Development Area. The current Pinal Workforce Development Board is well aware that fostering a more comprehensive youth development system requires the Pinal Workforce Development Youth Committee to monitor WIOA-funded youth activities. The Youth Committee make-up, appointed at the PWDB meeting held on July 16, 2015, involves members who have both the interest and expertise to sustain the Youth Committee long-term. The Pinal Workforce Development Board is fortunate to have as its current WIOA Youth Program provider, Central Arizona College (CAC). The College has a long and successful track record of serving WIA eligible youth 14 - 21 years of age, economically disadvantaged, and in need of assistance to meet their educational and employment goals. With the new WIOA Youth Program, now serving youth 14 through 24 years of age, CAC offers tutoring, study skills, dropout prevention counseling, alternative education, comprehensive guidance services, support services, occupational skills training, and summer employment.

The expectation is that CAC will continue in its role as a primary youth services provider during FY 2016, and play an integral part in working with the new PWDB's Youth Committee and other youth organizations such as Job Corps serving Pinal County.

Identify the additional 5% non-economically disadvantage youth barrier, including the process and criteria to be used to determine "serious barriers to employment," and the process to track enrollment of non-economically disadvantaged youth.

For a youth to enroll as a 5% non-economically disadvantaged youth, case managers assess a youth's situation during intake and establish what "serious barriers to employment" exist. Case managers look at the following criteria to make the 'serious barriers' determination:

- school dropout
- basic skills deficient (1 or more grade levels below the grade level appropriate for the youth's age based on TABE or other basic skills results)
- pregnant or parenting
- one or more disabilities including learning disabilities that compromise a youth's ability to obtain employment
- homeless or runaway
- offender
- Local Policy: Occupational skills deficient – less than 4 months full time, same employer, lack of transferable skills.

The Pinal Workforce Development Board requires the WIOA youth program operator (CAC) to maintain copies of documents used to determine eligibility for each youth participant. If an applicant is unable to obtain the necessary documentation for an individual eligibility category (above), the youth may submit a signed self-attestation statement in its place. The signed statement acknowledges that falsifying information will be grounds for termination from the youth program.

Identify the process that is used to track out-of-school youth enrollments and expenditures to meet the 30% out-of-school youth minimum expenditure requirement.

Out-of-school youth enrollments are tracked by the CAC Youth Coordinator on a Master Client List. Expenditures as well are tracked in an accounting system with distinct budget codes for youth activities and monitored on a monthly basis.

Identify the sixth youth barrier(s) for "individuals (including youth with a disability) who required additional assistance to complete an educational program, or to secure and hold employment," as identified by the Local Workforce Board.

- Local Policy: Occupational skills deficient – less than 4 months full time, same employer, lack of transferable skills

Describe in detail strategies to identify, recruit and engage youth to comply with the Literacy and Numeracy Gains performance measure.

Case managers track youth that are in the Literacy Numeracy denominator and regularly review their progress and post-test as needed. Incentives are being considered for those youth that make a gain on Literacy Numeracy and are included in the denominator.

Describe in detail how the Local Workforce Area will conduct monitoring of Youth Program providers to ensure compliance with the program objectives.

It is the policy of the Pinal Workforce Development Area and Board to require annual monitoring and oversight to ensure the integrity of the WIA of 1998 as amended by the WIOA of 2014 program operations and to review performance, assess compliance with applicable laws and regulations and identify successful practices to enhance the system as a whole through continuous improvement.

Monitoring of electronic and hard copy participant files are conducted twice in a program year. Twenty percent (20%) of the contracted service levels are monitored for the program year. Staff conducts file reviews through AzJobConnection quarterly. Thirty days prior to the start of monitoring, a monitoring schedule is sent to the youth provider outlining program elements to be reviewed.

The monitoring process is comprised of the desk review and the on-site review. The desk review primarily focuses on program operations. Correspondingly, the on-site review focuses on specific programmatic functions and includes the following components:

- entrance and exit interviews
- case file reviews
- policies, processes and procedures reviews
- participants, training supervisor, and staff interviews

The purpose of the on-site monitoring visit is to verify or disprove information derived from the Desk Review that may lead to identification of areas that are in non-compliance and/or require corrective actions. The on-site review will follow a standardized guide that is designed to assist the monitoring team in accomplishing a comprehensive evaluation.

I.10 Veterans

The primary objective of the Veterans Program is to develop and support programs that increase opportunities for veterans to obtain employment and job training in Arizona. Eligible veterans are entitled to receive priority services in job referrals and training as well as other employment-related services.

Describe strategies that will ensure compliance with the priority of service procedures and how Veterans will be served.

The Pinal Workforce Development Area strategies ensure individuals are made aware of Veteran's Priority of Services at all physical points of entry, as well as the virtual point of access via AJC and the Pinal Workforce Development Area web site. Veterans outreach activities such as annual 'stand downs' and job fairs are also used to invite Veterans to take advantage of One-Stop services and to convey their importance as One-Stop customers.

The One-Stop Center complies with state and federal policies and procedures supporting veterans and eligible spouses of veterans with the highest quality of service at every step in service delivery. These services can range from Welcome services such as assistance with job search and

identification of needed skills, to more customized strategies for veterans to advance their careers in high growth sectors in the local area.

Veterans' priority of services requirement is monitored internally and by the state's WIOA monitors to ensure compliance.

Describe in detail strategies to be implemented to identify and enroll eligible veterans in the Dislocated Worker Program.

The Workforce Innovation and Opportunity Act (WIOA) Dislocated Worker Program provides priority of services for veterans (and spouses) who meet the program eligibility requirements for participation. Veterans receive priority intake and enrollment. Registration procedures identify veteran status for all customers who enter the One-Stop Center. Veteran status can be determined immediately upon entry to the One-Stop Center or via pre-registration in AZJobConnection. The One-Stop Center will provide an opportunity to integrate veteran's priority into services by cross-training staff.

The Jobs for Veterans Act (2002) established a priority of service for veterans and certain spouses in all employment and training administered by the Department of Labor. The WIA/WIOA Dislocated Worker formula grant program was specifically affected by the new legislation. Essentially, the Pinal One-Stop applies veterans' service priority under the dislocated worker program when an individual has first qualified as a dislocated worker and *then* also qualifies as a veteran. In these instances, a dislocated worker who is also a veteran is given priority over a qualified dislocated worker who is a non-veteran.

J. Desired Outcomes

Reference: One-Stop Center Certification Policy; One-Stop Delivery System Policy; Adult and Dislocated Worker Policy; Balanced Scorecard

The Local Business Plan must describe and provide specific quantitative targets for the desired outcomes and results for the programs included in the plan and how these were determined.

Identify who will negotiate performance measure goals on behalf of the local board.

The Pinal Workforce Development Board has authorized the Pinal County Director of the Housing Department to negotiate performance goals on behalf of the local board. The Director works closely with the Board's Executive Committee and the WIOA Program Manager to assess current local and regional economic conditions, previous performance outcomes, future projections for business expansions and job growth, plans for One-Stop system capacity building, and other factors that may impact performance levels, to establish Pinal parameters as a prelude to performance negotiations. Since the Pinal Workforce Development Area is a new stand-alone area designated at July 1, 2015, negotiations were based on the WIA Program Performance Measures from Gila/Pinal providers during the previous program year.

A description of the local levels of performance negotiated with the State to be used by the Local Workforce Board for measuring the performance of the local administrative and fiscal agent (where appropriate), eligible training providers, and the local One-Stop delivery system.

Department of Labor has granted Arizona's request to replace the original 17 performance measures with the three Adult, three Dislocated Worker, and three Youth Common Measures. These measures are negotiated with the State annually. Progress toward the measures is distributed by the state monthly in the state's *Red and Green Report.*

The following chart indicates Program Year 2013 Performance Measures and Negotiated Levels accepted by the Pinal Local Workforce Development Area:

Common Measures	PY13 Negotiated Level
Adult	
Entered Employment	74.5%
Employment Retention	84.9%
Average Earnings	$13,000
Dislocated Worker	
Entered Employment	83.0%
Employment Retention	87.5%
Average Earnings	$16,400
Youth	
Placement in Employment/Education	62.5%
Attainment of Degree/Certificate	60.5%

Literacy/Numeracy Gains	43.0%

The plan should also describe any additional established indicators and system measures, beyond those required by programs' authorizing statutes.

Staff conducts a quarterly review of progress with respect to the statutory measures associated with WIOA Title I programs, which are also tracked by the State during each program year.

Statutory Measures	
Adult	**Target**
Employment/Credential	66.6%
Dislocated Worker	
Employment/Credential	72.0%
Older Youth	
Entered Employment	74.0%
Employment Retention	82.0%
Earnings Change	$4,050
Cert/Credential Rate	55.0%
Younger Youth	
Diploma/Equivalent	68.0%
Retention	65.0%
Skill Attainment	83.0%

Describe the State approved balanced scorecard measures and how you plan to measure and track progress – include additional measures chosen by your local area that will be included on your balanced scorecard.

The Pinal Local Workforce Development Area scorecard measures are for a one-year period. Outcomes for these measures will be reported to the Pinal Workforce Development Board (PWDB) at regular quarterly meetings. The four measures are broken down into the following categories: Customer Perspective, Internal Perceptive, Financial Perspective, and Growth and Learning Perspective.

Customer Perspective	Goal	Actual	+/- %
Number of Clients Entering the One-Stops			
Number of Employers Utilizing the One-Stop Centers			
Training Related Employment			
Job Placements to Job Seekers			
Internal Perspective	**Goal**	**Actual**	**+/- %**
Number of website inquiries about One-Stop			
Number of clients Referred to Employers			
Customer Satisfaction Survey			
Employer Satisfaction Survey			
Financial Perspective	**Goal**	**Actual**	**+/- %**
Training Dollars per program			
Training Dollars per participant			
Average Cost per participant in Job Search			
Average Cost per participant in Training			
Growth and Learning Perspective			
Number of Staff Cross-Trained			
One-Stop Staff completing Core Competencies Certification			
Number of PWDB members completing refresher training			

Describe the State required data management system and how partners will interact to provide needed information and get information from the system needed to manage the local workforce system.

The Arizona Department of Economic Security maintains a statewide, on-line system, AZJobConnection or AJC, which provides access to the workforce development system, the Arizona Workforce Connection. This on-line system provides access to a wealth of services for both job seekers and employers. The system consists of two parts: Job Link and Service Link.

Job Link is a self-service, gateway system allowing job seekers to access thousands of job opportunities in Arizona and around the country, as well as other resources that assist the user with job search. Among the site's additional features are the following:

- Tools to Help Build and Post Online Resumes
- Saved Job Searches
- Creation of a Personal Profile
- E-mail Updates Regarding Job Opportunities
- Staff Assistance that Supports Matching of System Job Openings to a Customer's Ideal Job
- Advanced Job Notifications for Veterans
- Links to Skills Certifications and Training Programs
- Linking of Job Seeker Accounts to One-

Stop Resource Rooms

Service Link is part of the system that allows case managers to assist participants. It is essentially a tracking system to view clients' progress through the workforce development system. The client information can be utilized to create on-demand reports for federal, state, and local reporting purposes.

Describe the role technology will play in accessing services and tracking information to enhance service delivery.

Technology is used at Access Points throughout Pinal County where partnered programs provide technical links to the One-Stop System as a whole. Access Points are located in Coolidge, Mammoth, Eloy, Maricopa, San Manuel, Superior, Kearny, Florence, and Apache Junction, with future sites being planned for San Tan and Arizona City.

A new One-Stop website is close to completion that will also facilitate tracking of customers seeking workforce-related assistance. The Casa Grande Comprehensive One-Stop Center will be using secure computer technology with interactive capabilities at the receptionist desk so customers may enter basic information such as the reason for their visit.

How will you measure customer satisfaction and what will you do to use the results for enhancements?

Results of customer satisfaction surveys offer detailed insight into job seeker and employer satisfaction of their One-Stop experiences, allowing all partners to evaluate the overall effectiveness of the mix and quality of system services, as well as customer flow through the system. The overarching objective of the surveys is continuous improvement. Customer Service training is regularly provided to all staff to ensure the delivery of excellent customer service.

K. Agreements, Policies, and Procedures

Reference: Local Governance Policy; One-Stop Delivery System Policy

The plan must discuss how the LWIA will align policies, operations, administrative systems, and other procedures to assure coordination and avoid duplication of workforce programs and activities outlined in WIA Section 121(b).

Pinal Workforce Development Area will comply with the Service Integration Policy and the One-Stop Delivery System Policy to improve customer access to service through the development of a seamless system of services and enhance the range and quality of these services to job seekers and businesses through coordinated approach among partner agencies. It will promote functional alignment to effectively streamline customer service delivery, benefit from the strengths of staff and technology to deliver services, and thereby reduce duplication.

Agreements in accordance with State policy:

- Fully executed Chief Local Elected Official Agreement clearly identifying the grant recipient and fiscal agent as the Pinal County Board of Supervisors and Pinal County Housing Department as the Administrative Entity and reflecting the ability of County Manager Greg Stanley to sign documents on behalf of the Board of Supervisors once approved by the Board and outlining the responsibilities of both. **(Appendix E)**
- Chief Local Elected Official and Local Pinal Workforce Development Board Partnership Agreement **(Appendix F)**
- Local Board and Designated Operator Agreement (Partner Membership & fiscal Agent) **(Appendix G)**
- Fully executed Memorandum of Understanding between the One-Stop Operator and each partner agency. **(Appendix H)**
- Fully executed Resource Sharing Agreement outlining how services and operating costs of the local system will be funded; methodology for cost sharing and invoicing and payment processes. **(Appendix H)**
- Assurances **(Appendix I)**

Provide in detail how the Local Workforce Board and Chief Local Elected Official will ensure that One-Stop Operator Agreement will be adhered to and the institutional controls that will be implemented to ensure adherence to the Agreement with respective roles and responsibilities of each party with respect of the operation of the One-Stop system.

Pinal Workforce Development Area Chief Elected Officials are responsible for the oversight of the local workforce system. One-Stop Operator Adeline Allen will ensure seamless service delivery within the One-Stop Center.

A consortium of partners consisting of the Arizona Department of Vocational Rehabilitation; Arizona Department of Economic Security Wagner/Peyser, WIOA Adult and Dislocated Worker Programs, WIOA Youth Program and Portable Education Practical Preparation have been designated by the Pinal Workforce Development Board and the Pinal Board of Supervisors as One-Stop Center Partners and Adeline Allen, Pinal County Director of Housing as the Operator

of the One-Stop System. In accordance with Section 121 of the WIA and Section 662.400 of the WIA Rules and Regulations as amended by WIOA of 2014, the consortium of partners shall agree that the purpose of this agreement is to define the respective roles and responsibilities of each party with respect to the operation and partnership in the One-Stop System. State Policy 3-2013 shall be adhered. Adeline Allen, One-Stop Operator, agrees to provide and make accessible to its customers services as required by the WIA as amended by WIOA.

Describe the monitoring process and oversight criteria and procedures utilized to move the workforce investment system toward the Local Workforce Area goals.

WIA Section 117(d) (4) requires the Pinal Workforce Development Board to conduct comprehensive monitoring of the one-stop delivery system using standardized tools and procedures to ensure WIA programs as amended by WIOA are in compliance with the mandates of Title I for federally funded workforce development services. Annual monitoring will validate the quality of the delivery of services through the one-stop system, advocate improvements when indicated, and require actions to correct formal findings of non-performance with federal regulations.

Annual monitoring by the Arizona Department of Economic Security shall ensure the integrity of the WIA program operations and functions as amended by WIOA, to review performance, assess compliance with applicable laws and regulations and identify successful practices to enhance the system as a whole through continuous improvement.

Monitoring of electronic and hard copy participant files will be conducted once a year in a program year. Twenty percent (20%) of the contracted service levels will be monitored for the program year. Thirty days prior to the start of monitoring, a monitoring schedule will be sent to the providers. The monitoring process is comprised of the desk review and the on-site review. The desk review primarily focuses on program operations. Correspondingly, the on-site review focuses on specific programmatic functions and includes the following components:

- entrance and exit interview;
- case file reviews;
- review policies, processes and procedures; and
- participant training, supervisor and staff interviews.

The purpose of the on-site monitoring visit is to verify or disprove information derived from the Desk Review that may lead to identification of areas that are in non-compliance and/or requires corrective actions. The on-site review will follow a standardized guide that is designed to assist the monitoring team in accomplishing a comprehensive evaluation.

Staff shall meet quarterly with WIOA Program Manager to review their individual current participant status as well as review the most current performance information for that provider's program. The Pinal Workforce Development Board will be provided with a summary of the monitoring at their regular meetings.

Describe how the Local Workforce Area identifies areas needing improvement and any processes in place to address identified deficiencies.

A Corrective Action Plan shall be requested from providers in need of improvement found in the Annual Monitoring Review. A finding/corrective action is a situation where either Federal Law, State or Local Policies and Procedures are not followed. If not corrected immediately, most findings/corrective action lead to a non-allowable activity or disallowed cost, requiring reimbursement back to Pinal County from non-federal funds. There may be situations where a finding/corrective action can be corrected at the time of identification; however, it will be noted as a finding/corrective action in the program review outcome. Examples leading to a finding/corrective action include, but are not limited to:

- inaccurate or incomplete eligibility determinations;
- application signed after Date of Participation (first enrollment into a WIOA Activity);
- services, as documented in case notes, were provided prior to eligibility date;
- inaccurate or incomplete verification and file documentation of any required field used to determine eligibility;
- missing, incomplete, outdated, and/or unsigned Individual Service Strategy (ISS);
- incomplete Youth Skill Attainment documentation and setting of youth goals for basic skills, occupational skills, and work readiness skills;
- failure to include documentation regarding coordination of occupational training with FASFA or Pell Grant Awards;
- assessment not documented in hard copy file or in case notes;
- failure to justify expenditures for Supportive Services or other need-related payments
- more than 90 days of no services has occurred;
- lack of, incomplete or incorrect client dates of service entered into AJC; and
- failure to provide hard copy documentation of credential or certificate

The Pinal Workforce Development Board and WIOA Program Manager shall review all Corrective Action Plans to ensure all identified deficiencies have been corrected and/or how the provider shall develop and implement a procedure to ensure the requirements of the local area are met.

Provide a copy or a URL link to all local operational and programmatic policies.

http://www.pinalcountyaz.gov/government/community/arizona_workforce_connection.php

L. Complaints, Grievances

Reference: Local Governance Policy; One-Stop Delivery System Policy

Each local area, and direct recipient of funds under Title I of WIA, except for Job Corps, must establish and maintain a procedure for grievances and complaints. In addition, Local Workforce Areas must provide information about the content of the grievance and complaint procedures to participants and other interested parties affected by the local Workforce Investment System, including One-Stop partners and service providers.

Describe in detail the Local Workforce Area's process, procedures, and local policy to address formal and informal complaints from job seekers and business customers.

The Pinal Workforce Development Area Grievance Procedures, Complaints and State Appeals Process has been established in accordance with requirements of P.L. 105-220 and its related regulations contained in 20 and 29 Codes of Federal Regulations (CFR) per WIA Guidance Letter #06-06.

Local Responsibility

The WIOA Program Manager has the responsibility to review each informal complaint in accordance with local, state, and federal guidelines and ensure appropriate action is taken. WIOA Program Manager will ensure all partners are properly trained.

Local Procedures

Any partner staff can receive a customer complaint. Phone calls, faxes, e-mails, and letters are forms of customer complaints:

A. Grievances, Complaints and Appeals
   1. A grievance or complaint is a written description of an alleged violation of the WIA as amended by WIOA, dated and signed by an interested party.
   2. An appeal is any written, dated, and signed communication by an interested party expressing their intent to appeal any action or inaction with respect to a grievance or complaint to a higher level. Any action pursuant to the original decision is stayed until a final decision is made by the State.
   3. The freedom to file a complaint or appeal may not be limited or interfered with in any way.
   4. Representation of interested parties in connection with complaints or appeals may not be limited or interfered with in any way.
   5. The local area will make reasonable efforts to assure that the information will be understood by affected participants and other individuals, including youth and those who are limited-English speaking individuals. Such efforts will comply with the language requirements specified in 29 CFR 37.35 regarding the provision of services and information in languages other than English.

B. Right to Grieve, Complain or Appeal
   1. Any interested person has a right to file a grievance or complaint.
   2. Any complaint relating to a term or condition of employment shall be filed under the employer's established grievance procedures.

3. All other complaints shall be initiated at the recipient level.

C. Time Limitations

1. Complaints under this section shall be filed within one year of the alleged occurrence.

D. Time Computation, Filing and Receipt

1. For purposes of these procedures, any compliant, appeal, applications, request, notice, objection, petition, report or other information is considered received and filed timely:
   a. If transmitted via the United States Postal Service on the date it is mailed as shown by the postmark, or in the absence of a postmark the postage meter mark, on the envelope in which it is received; or
   b. If not postmark or postage meter marked, or if the mark is illegible, on the date it is actually received.
   c. If transmitted by any means other than the United States Postal Service on the date it is actually received.
   d. If a delay in filing is due to an error or misinformation by the organizations or person with whom the complaint or appeal is filed, the time limitation shall be adjusted in a manager equitable to the complainant.
2. Any reference to "days" is interpreted as calendar days. In computing any period of time, the date of the act, event or default is not included. The last day of the period computed is counted, unless it is a Saturday, a Sunday, or a legal holiday, in which case the period runs until the end of the next day which is not a Saturday, a Sunday, or a legal holiday.

E. Hearings

1. An impartial Hearing Officer will hear complaints at the local level.

Local Process

The staff receives the informal complaint will communicate the following information to the WIOA Program Manager by the end of the business day. The communication will include a brief summary of the complaint, including causes and actions taken, provide any supporting documentation, name and contact information of the complainant. Within three days of receiving the complaint, the WIOA Program Manager will review the complaint and contact the staff person. The WIOA Program Manager may request additional information. The WIOA Program Manager will review the information and communicate the findings to the partner supervisor before making determination regarding the complaint and any necessary correction action. The WIOA Program Manager will inform the complainant and all other partners of the resolution of the complaint with seven business days of the complaint. If necessary, training of the corrective action will occur on a timely manner. All records of the complaint with supporting documentation, and corrective action will be maintained for a six years from the date of WIOA Program Manager receiving the complaint.

Formal Complaint Process

Upon receipt of the complaint, the following process will be initiated:

A. Before appeal process starts, informal resolution of the complaint will be attempted whenever possible.
B. If the complaint is not resolved, the complainant will be given the opportunity to request a hearing before an impartial hearing officer. Such hearing shall be scheduled within thirty (30) days of the filing of the complaint.
C. A formal complaint log must be maintained to indicate date received, hearing date, summary of resolution and date resolved.
D. Following the hearing and within 60 days of the filing of the complaint, all parties of interest will receive a copy of the final decision, which will include the reasons for the decisions.
E. If the complainant receives a decision or does not receive a decision within 60 days which he or she finds unsatisfactory, the complainant may request a review of the complaint by the Arizona Department of Economic Security (DES) State WIA/WIOA EEO Officer, 1789 West Jefferson (Site Code 920Z), Phoenix, AZ 85007.
F. Such request must be submitted in writing within ten (10) days of receipt of the final decision or of the expiration of the sixty (60) day period.

Local Process

The same process as outlined in the job seeker and business customer informal complaint process. Pinal Workforce Development Board has established a process for training providers complaints through appeals of based on denial of provider's application for eligibility on the ETPL.

Process for Resolving Appeals to the State

Any party who has filed a grievance or complaint below the State level has the opportunity for an appeal to the State when no decision is reached within 60 days or either party is dissatisfied with the local hearing decision.

A. The appeal must be filed within ten days of the receipt of an adverse decision; or
B. The appeal must be filed within ten days from the date a decision should have been issued; or
C. Any appeal filed after the tenth day following the decision is null and void.

Describe in detail the Local Workforce Area's process, procedures, and local policy to address formal grievances from job seekers and business customers and training providers.

The Pinal Workforce Development Area Grievance Procedures, Complaints and State Appeals Process has been established in accordance with requirements of P.L. 105-220 and its related regulations contained in 20 and 29 Codes of Federal Regulations (CFR) per WIA Guidance Letter #06-06.

Describe and provide a copy or electronic link to the local programmatic policies for the delivery of integrated services as described in the local Business Plan.

The Pinal Workforce Development Area is in compliance with the Equal Opportunity contained in 20 Code of Federal Regulations (CFR) 667.600, Workforce Investment Act Section 184(f), and WIA Guidance Letters #06-06 WIA Grievance Procedures, Complaints, and State Appeals Processes and #07-06 WIA State of Arizona WIA Equal Opportunity and Discrimination Complaint Policy and Procedures.

http://www.pinalcountyaz.gov/government/community/arizona_workforce_connection.php

Appendixes

Distribution List

Newspapers

Florence Reminder
Copper Basin Newspapers
Tri-Valley Dispatch
Maricopa Monitor

Other Entities

Pinal County Housing
Pinal County Website- www.pinalcountyaz.gov
Casa Grande Comprehensive One-Stop

PUBLIC NOTICE

The Pinal Workforce Investment Area Executive Summary Business Plan Update July 2015 – June 2016 for Pinal County is now available for public review and comment.

Reference: P.L. 105-220, Sections 118 (b)(3) and 136 (c)(1)(2)(3) of the Workforce Investment Act dated August 7, 1998; 20 CFR, Part 652 et.al., Section 661.350 (a)(4) and Subpart C, Sections 666.300 and 666.310 of Workforce Investment Act Final Rules dated August 11, 2000.

The Executive Summary Plan Update may be reviewed at the following locations:

Arizona Workforce Connection
1015 E. Florence Blvd., Suite A-100
Casa Grande, Arizona 85122
Hours 8:00 AM until 5:00 PM, Monday through Friday

Pinal County Housing Department
970 N. Eleven Mile Corner Road
Casa Grande, Arizona 85194
Hours 8:30 AM until 5:00 PM, Monday through Friday

Copies will also be available on:

Pinal County Website: www.pinalcountyaz.gov

Copies of the summary plan update may be requested by contacting Adeline M. Allen, Director of Housing, 910 N. Eleven Mile Corner Rd., Casa Grande, AZ 85194 or by telephone at (520) 866-7200. Appendices are not attached at this time.

Verbal and written comments will be received until August 10, 2015 at which time the comments and plan will be completed and finalized.

Equal Opportunity Employer/Program

Auxiliary aids and services are available upon request to individuals with disability.

Gila/Pinal 2014-2017 Business Plan Modifications

The following is a recommended list of actions to be taken at the next scheduled meeting of the Gila/Pinal Counties Workforce Investment Board (WIB) Meeting.

Modifications of Gila/Pinal Business Plan 2014-2017

A. Modification to delete all references of Gila County and replace with Pinal County.

B. Modification to replace Pinal County Board of Supervisors as signators of the modified Business Plan.

C. Modification to replace the Pinal County as the Grant Recipient.

D. Modification to replace the Pinal Housing Department as the Administrative Entity.

E. Modification to replace the Workforce Investment Area (WIA) Grant funds per state approved allocation for Pinal County.

F. Modification to replace the One Stop Operator as Adeline Allen as person in charge of delivering WIA services.

G. Modification to replace the Pinal County Financial Manager, Jayson Vowell, as person in charge of disbursement of federal grant funds (Fiscal transactions under WIA).

H. Modification to replace the EEO Officer as Cathy Bohland.

I. Modification of Pinal County Board of Supervisors and WIB Agreement.

J. Modification to replace Memorandums of Understanding between Pinal and Partners.

K. Modification to replace all Resource Sharing Agreements (RSA) between Pinal and Partners.

L. Modification of WIA Performance Measures for Pinal County.

M. Modification of location of Comprehensive One Stop Career Center.

N. Modification of Competitive and Non-Competitive Procurement, Pinal County Policies.

O. Modification of Emergency Procedures, Pinal County Policy.

P. Modification of Conflict Resolution and Grievances, Pinal County Policies.

Q. Modification to accept all the required AZ Department of Economic Security Assurances.

R. Modifications of Gila/Pinal Plan as necessary to ensure smooth transition.

S. Appoint Pinal County Transition Committee to review, discuss and vote on items that may need immediate action and later may be modified by the appropriate WIB or Pinal Workforce Development Board.

T. Pinal County will keep the same Local Self-Sufficiency Levels for the employed adults and dislocated workers as a percentage of the LLSIL.

Copper Area News Publishers

Copper Area News Publishers
Phone: (520) 363-5554
P.O. Box 579
Kearny, AZ 85137

2015 JUL 24 AM 11: 35

INVOICE

Invoice #	07150258683
Invoice Date	7/14/2015
P. O. #	233546
Terms	Due Upon Receipt
Sales Rep.	Michael Carnes

Pinal County Division of Housing
Attn : Accounts Payable
970 N. Eleven Mile Corner Rd.
Casa Grande AZ 85194

Advertiser	Pinal County Division of Housing			
Publication	Copper Basin News			
Issue Date	Ad Details	Ad Cost	Bill Cost	Prepayment
7/15/2015	B&W , 1x3.5 , Legal Services Ad.	$29.40	$30.28	$0.00
	NOTE: Workforce Investment Area Executive Summary Business Plan			
	SURCHARGES: Kearny Sales Tax(3%): $0.88			
Publication	San Manuel Miner			
Issue Date	Ad Details	Ad Cost	Bill Cost	Prepayment
7/15/2015	B&W , 1x3.5 , Legal Services Ad.	$29.40	$29.40	$0.00
	NOTE: Workforce Investment Area Executive Summary Business Plan			
Publication	The Superior Sun			
Issue Date	Ad Details	Ad Cost	Bill Cost	Prepayment
7/15/2015	B&W , 1x3.5 , Legal Services Ad.	$29.40	$30.58	$0.00
	NOTE: Workforce Investment Area Executive Summary Business Plan			
	SURCHARGES: Superior Sales Tax(4%): $1.18			

Total Bill Cost :	$90.26
Total Prepaid:	$0.00
Total Due:	$90.26

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MINER, CBN, SUN Legal 7/15/15

State of Arizona
County of Pinal

AFFIDAVIT OF PUBLICATION

2015 JUL 24 AM 11:35

Holli Lerma being first duly sworn deposes and says that she is a representative of the *San Manuel Miner,* a legal newspaper published weekly at San Manuel, in the County of Pinal, State of Arizona that the legal entitled, Pinal Workforce Investment Area Executive Summary Business Plan Update July 2015 – June 2016, a printed copy of which is hereto attached, has been or will be published in all the regular weekly editions of said newspaper (and not a supplement thereof) for ONE week, the date of publication being as follows, to-wit:

7/15/15

Holli Lerma

Representative

Subscribed and sworn to before me this

15th DAY OF July, 2015

Gayle Ann Carnes

Notary Public

OFFICIAL SEAL
GAYLE ANN CARNES
Notary Public - State of Arizona
PINAL COUNTY
My Comm. Expires Feb. 1, 2018

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2015 JUL 24 AM 11:36

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Ruth A. Kramer, President

PINAL COUNTY HOUSING DEPARTMENT
CARRIE FIKE
970 N. ELEVEN MILE CORNER
CASA GRANDE, AZ 85194

JULY 16, 2015
OUR ORDER NO. 34150
CUSTOMER ORDER NO.

EQUIPMENT TO DO FINE PRINTING - CRAFTSMEN WHO DO IT

DESCRIPTION	PRICE
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PUBLIC NOTICE / BUSINESS PLAN UPDATE JULY 2015-JUNE 2016	
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15.0 INCHES @ $5.48 PER INCH	$ 82.20
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* * ALSO PUBLISHED IN THE MARICOPA MONITOR ON JULY 14, 2015 * *

930130
8-19-15
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STATE OF ARIZONA

COUNTY OF PINAL

Affidavit of Publication

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Thursday of each week; that a notice, a
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d newspaper, and not in a supplement
nsecutive issues. The first publication
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Y A.D., 2015

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30th

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and for the County
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Debbie L. Mumme
Notary Public
Pinal County, Arizona
My Comm. Expires 10-23-17

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day of JULY A.D., 2015

Second publication _____

Third publication _____

Fourth publication _____

Fifth publication _____

Sixth publication _____

FLORENCE REMINDER & BLADE-TRIBUNE

By _____
agent and/or publisher of the Florence Reminder & Blade-Tribune

Sworn to before me this 20th

day of July A.D., 2015

Debbie L Mumme

Notary Public in and for the County
of Pinal, State of Arizona

Debbie L. Mumme
Notary Public
Pinal County, Arizona
My Comm. Expires 10-23-17

ALSO PUBLISHED IN THE MARICOPA MONITOR ON JULY 14, 2015

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TRI-VALLEY
Dispatch

Ruth A. Kramer, President

Phone (520) 836-7461
Fax (520) 836-0343

PINAL COUNTY HOUSING DEPARTMENT
CARRIE FIKE
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Y DISPATCH

of the Tri-Valley Dispatch

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TRI-VALLEY DISPATCH

By _____
agent and/or publisher of the Tri-Valley Dispatch

Sworn to before me this 20th
day of July A.D., 2015

Notary Public in and for the County
of Pinal, State of Arizona

Debbie L. Mumme
Notary Public
Pinal County, Arizona
My Comm. Expires 10-23-17

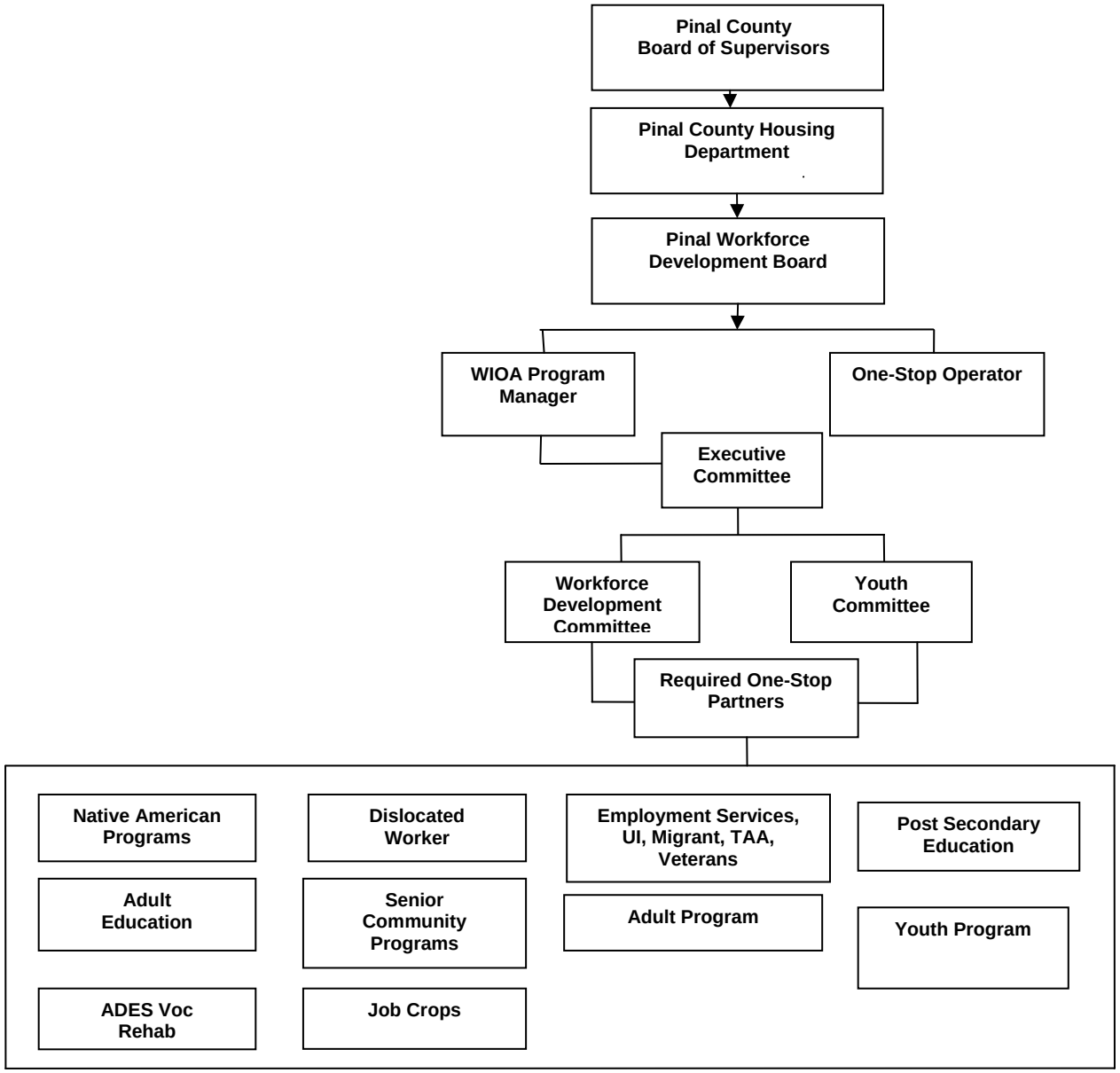
PUBLIC NOTICE COMMENTS

No public comments

Appendix B

Organizational Chart

Pinal Workforce Development Board
Organizational Chart



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Appendix C

Data

Information

Appendix 1: DEMOGRAPHIC AND HOUSING ESTIMATES
2007-2011 American Community Survey 5-Year Estimates

Subject	United States	Arizona	Gila County	Pinal County
SEX AND AGE				
Total population	306,603,772	6,337,373	53,380	351,709
Male	150,740,216	3,152,339	26,710	184,962
Female	155,863,556	3,185,034	26,670	166,747
Under 5 years	20,170,377	461,855	3,107	28,183
5 to 9 years	20,207,046	444,053	3,480	27,514
10 to 14 years	20,631,572	446,301	2,823	23,402
15 to 19 years	22,083,463	456,092	3,651	21,087
20 to 24 years	21,463,191	441,858	2,370	19,758
25 to 34 years	40,668,821	859,319	4,427	52,382
35 to 44 years	41,683,228	828,392	5,428	48,073
45 to 54 years	44,579,668	830,751	7,370	41,675
55 to 59 years	19,215,139	368,523	4,101	20,109
60 to 64 years	16,292,447	338,767	4,550	20,213
65 to 74 years	21,152,731	481,716	7,081	31,154
75 to 84 years	13,119,427	280,469	3,641	14,544
85 years and over	5,336,662	99,277	1,351	3,615
Median age (years)	37.0	35.7	47.3	35.6
18 years and over	232,556,019	4,714,129	41,757	259,524
21 years and over	218,867,711	4,437,427	39,818	247,959
62 years and over	48,777,496	1,054,697	14,761	60,671
65 years and over	39,608,820	861,462	12,073	49,313
18 years and over	232,556,019	4,714,129	41,757	259,524
Male	112,848,136	2,321,916	20,558	137,740
Female	119,707,883	2,392,213	21,199	121,784
65 years and over	39,608,820	861,462	12,073	49,313
Male	17,009,215	391,677	5,766	24,010
Female	22,599,605	469,785	6,307	25,303
RACE				
Total population	306,603,772	6,337,373	53,380	351,709
One race	298,787,118	6,165,063	52,201	340,674
Two or more races	7,816,654	172,310	1,179	11,035
One race	298,787,118	6,165,063	52,201	340,674
White	227,167,013	4,987,541	42,228	266,371
Black or African American	38,395,857	252,127	226	15,254
American Indian and Alaska Native	2,502,653	280,986	7,825	18,923
Cherokee tribal grouping	273,202	3,616	13	177
Chippewa tribal grouping	114,937	1,093	0	87
Navajo tribal grouping	299,813	140,112	677	2,081
Sioux tribal grouping	121,007	1,961	4	105

Asian	14,497,185	172,290	82	6,001
Asian Indian	2,781,904	33,504	0	875
Chinese	3,372,357	36,030	44	523
Filipino	2,549,545	34,199	11	2,222
Japanese	799,267	10,434	18	467
Korean	1,422,567	15,227	0	404
Vietnamese	1,576,032	22,611	8	623
Other Asian	1,995,513	20,285	1	887
Native Hawaiian and Other Pacific Islander	500,592	11,933	32	1,424
Native Hawaiian	157,220	4,522	20	1,040
Guamanian or Chamorro	72,517	1,597	0	20
Samoan	102,733	1,742	0	114
Other Pacific Islander	168,122	4,072	12	250
Some other race	15,723,818	460,186	1,808	32,701
Two or more races	7,816,654	172,310	1,179	11,035
White and Black or African American	1,846,491	31,433	170	1,908
White and American Indian and Alaska Native	1,685,124	36,843	334	1,880
White and Asian	1,424,664	32,019	175	1,338
Black or African American and American Indian and Alaska Native	285,182	5,000	62	500
Race alone or in combination with one or more other races				
Total population	306,603,772	6,337,373	53,380	351,709
White	233,837,264	5,136,546	43,313	275,132
Black or African American	41,284,752	300,779	594	18,497
American Indian and Alaska Native	4,920,336	333,764	8,387	22,041
Asian	16,720,165	218,790	280	8,442
Native Hawaiian and Other Pacific Islander	1,040,485	22,568	59	2,553
Some other race	17,284,370	509,117	2,075	36,742
HISPANIC OR LATINO AND RACE				
Total population	306,603,772	6,337,373	53,380	351,709
Hispanic or Latino (of any race)	49,215,563	1,864,375	9,479	101,324
Mexican	31,789,483	1,683,280	8,428	91,814
Puerto Rican	4,607,774	30,965	44	1,829
Cuban	1,764,374	9,112	23	411
Other Hispanic or Latino	11,053,932	141,018	984	7,270
Not Hispanic or Latino	257,388,209	4,472,998	43,901	250,385
White alone	196,730,055	3,686,433	35,184	205,003
Black or African American alone	37,449,666	238,499	226	14,784
American Indian and Alaska Native alone	2,049,094	256,668	7,739	17,715
Asian alone	14,333,034	168,066	81	5,524
Native Hawaiian and Other Pacific Islander alone	469,242	11,148	32	1,350
Some other race alone	654,541	9,152	29	795
Two or more races	5,702,577	103,032	610	5,214
Two races including Some other race	263,803	4,537	38	303
Two races excluding Some other race, and Three or more races	5,438,774	98,495	572	4,911
Total housing units	131,034,946	2,816,719	32,470	155,504

Appendix 2: EDUCATIONAL ATTAINMENT AND EMPLOYMENT STATUS BY LANGUAGE SPOKEN
2007-2011 American Community Survey 5-Year Estimates

	United States	Arizona	Gila County	Pinal County
Total:	202,048,123	4,087,214	37,949	231,765
Less than high school graduate:	29,518,935	605,627	6,039	36,021
In labor force:	13,324,543	292,647	1,725	13,266
Speak only English	6,371,659	92,779	1,189	6,609
Speak Spanish	5,789,512	182,302	397	6,261
Speak other Indo-European languages	476,231	2,588	0	18
Speak Asian and Pacific Island languages	568,499	6,897	0	57
Speak other languages	118,642	8,081	139	321
Not in labor force:	16,194,392	312,980	4,314	22,755
Speak only English	11,027,387	144,749	2,905	11,423
Speak Spanish	3,582,103	134,389	780	10,189
Speak other Indo-European languages	812,142	6,853	21	230
Speak Asian and Pacific Island languages	604,402	5,889	0	308
Speak other languages	168,358	21,100	608	605
High school graduate (includes equivalency):	57,861,283	1,010,731	12,546	68,519
In labor force:	34,848,928	570,060	5,342	33,795
Speak only English	28,592,606	402,973	4,412	26,043
Speak Spanish	4,265,587	131,434	434	6,690
Speak other Indo-European languages	979,962	9,108	34	269
Speak Asian and Pacific Island languages	767,664	8,001	0	124
Speak other languages	243,109	18,544	462	669
Not in labor force:	23,012,355	440,671	7,204	34,724
Speak only English	20,037,876	352,253	5,845	28,317
Speak Spanish	1,650,563	60,653	819	4,811
Speak other Indo-European languages	752,062	9,208	24	678
Speak Asian and Pacific Island languages	431,705	5,151	26	526
Speak other languages	140,149	13,406	490	392
Some college or associate's degree:	57,694,281	1,391,958	13,479	85,324
In labor force:	41,175,415	924,202	7,310	50,663
Speak only English	35,039,475	748,224	6,330	41,604
Speak Spanish	3,660,198	126,373	531	6,922
Speak other Indo-European languages	1,170,814	15,865	36	761
Speak Asian and Pacific Island languages	982,693	11,857	21	566
Speak other languages	322,235	21,883	392	810
Not in labor force:	16,518,866	467,756	6,169	34,661
Speak only English	14,434,165	400,663	5,356	28,990
Speak Spanish	1,033,142	42,029	494	4,335
Speak other Indo-European languages	542,145	10,780	55	641
Speak Asian and Pacific Island languages	390,276	5,028	0	324
Speak other languages	119,138	9,256	264	371
Bachelor's degree or higher:	56,973,624	1,078,898	5,885	41,901
In labor force:	43,920,400	761,354	2,875	26,404
Speak only English	35,975,508	630,366	2,558	22,148
Speak Spanish	2,593,398	62,939	195	2,749
Speak other Indo-European languages	2,483,128	31,323	22	591
Speak Asian and Pacific Island languages	2,398,098	26,510	0	771
Speak other languages	470,268	10,216	100	145
Not in labor force:	13,053,224	317,544	3,010	15,497

Speak only English	10,798,879	275,252	2,507	13,721
Speak Spanish	590,466	17,074	289	663
Speak other Indo-European languages	795,400	12,556	125	448
Speak Asian and Pacific Island languages	744,575	9,657	21	557
Speak other languages	123,904	3,005	68	108

Appendix 3: ATTAINMENT BY ABILITY
2009-2011 American Community Survey 3-Year Estimates
(Because some of the sample sizes are too small, we are not able to analyses at the County level)

Subject	United States			Arizona		
	Total Civilian	Disability	No Dis.	Total Civilian	Disability	No Dis.
Population Age 16 and Over	238,746,117	34,019,676	204,726,441	4,863,800	668,875	4,194,925
EMPLOYMENT STATUS						
Employed	58.7%	22.1%	64.8%	55.2%	20.7%	60.6%
Not in Labor Force	34.6%	72.8%	28.2%	38.0%	73.9%	32.3%
Employed Population Age 16 and Over	140,136,534	7,533,794	132,602,740	2,682,416	138,457	2,543,959
CLASS OF WORKER						
Private for-profit wage and salary workers	70.4%	66.0%	70.7%	71.8%	66.4%	72.1%
Employee of private company workers	66.9%	62.6%	67.1%	68.1%	62.8%	68.4%
Self-employed in own incorporated business workers	3.5%	3.3%	3.5%	3.7%	3.6%	3.7%
Private not-for-profit wage and salary workers	8.0%	9.4%	8.0%	6.3%	8.4%	6.2%
Local government workers	7.7%	7.6%	7.7%	7.7%	8.4%	7.6%
State government workers	4.6%	5.0%	4.6%	4.9%	4.9%	4.9%
Federal government workers	2.7%	3.3%	2.7%	3.0%	3.5%	3.0%
Self-employed in own not incorporated business workers	6.3%	8.5%	6.2%	6.2%	8.1%	6.1%
Unpaid family workers	0.1%	0.3%	0.1%	0.1%	0.2%	0.1%
OCCUPATION						
Management, business, science, and arts occupations	35.9%	26.3%	36.5%	34.8%	29.5%	35.1%
Service occupations	18.0%	22.4%	17.8%	19.6%	20.9%	19.5%
Sales and office occupations	24.9%	24.8%	24.9%	26.8%	28.0%	26.8%
Natural resources, construction, and maintenance occupations	9.2%	10.1%	9.2%	9.3%	9.8%	9.2%
Production, transportation, and material moving occupations	12.0%	16.3%	11.7%	9.5%	11.8%	9.3%
INDUSTRY						
Agriculture, forestry, fishing and hunting, and	1.9%	2.5%	1.9%	1.4%	1.5%	1.4%

mining						
Construction	6.4%	6.3%	6.4%	6.9%	6.1%	6.9%
Manufacturing	10.4%	10.6%	10.4%	7.4%	7.2%	7.5%
Wholesale trade	2.8%	2.5%	2.9%	2.5%	2.1%	2.6%
Retail trade	11.6%	13.1%	11.5%	12.3%	14.1%	12.2%
Transportation and warehousing, and utilities	5.0%	5.5%	4.9%	5.0%	5.3%	5.0%
Information	2.2%	1.8%	2.2%	1.9%	1.5%	1.9%
Finance and insurance, and real estate and rental and leasing	6.7%	5.2%	6.8%	7.9%	6.8%	8.0%
Professional, scientific, and management, and administrative and waste management services	10.6%	9.6%	10.7%	11.5%	10.9%	11.5%
Educational services, and health care and social assistance	23.1%	22.7%	23.1%	22.0%	23.2%	22.0%
Arts, entertainment, and recreation, and accommodation and food services	9.2%	9.1%	9.3%	10.6%	10.3%	10.6%
Other services (except public administration)	5.0%	5.9%	4.9%	4.8%	5.3%	4.8%
Public administration	5.0%	5.4%	5.0%	5.7%	5.7%	5.7%
COMMUTING TO WORK						
Workers Age 16 and Over	136,954,273	7,077,232	129,877,041	2,626,812	130,729	2,496,083
Car, truck, or van - drove alone	76.4%	70.4%	76.8%	76.1%	68.1%	76.5%
Car, truck, or van - carpooled	9.8%	12.6%	9.7%	11.7%	13.6%	11.6%
Public transportation (excluding taxicab)	5.0%	5.6%	5.0%	1.9%	3.7%	1.8%
Walked	2.7%	3.5%	2.7%	2.1%	3.3%	2.1%
Taxicab, motorcycle, bicycle, or other means	1.7%	2.6%	1.7%	2.6%	3.7%	2.5%
Worked at home	4.3%	5.4%	4.2%	5.5%	7.6%	5.4%
EDUCATIONAL ATTAINMENT						
Population Age 25 and Over	200,227,629	31,942,581	168,285,048	4,066,277	628,974	3,437,303
Less than high school graduate	14.1%	26.6%	11.7%	14.3%	22.0%	12.9%
High school graduate, GED, or alternative	28.3%	34.4%	27.2%	24.5%	28.9%	23.7%
Some college or associate's degree	29.0%	25.5%	29.7%	34.5%	33.3%	34.8%
Bachelor's degree or higher	28.6%	13.5%	31.5%	26.6%	15.8%	28.6%

EARNINGS IN PAST 12 MONTHS (IN 2011 INFLATION ADJUSTED DOLLARS)						
Population Age 16 and over with earnings	158,369,136	9,456,264	148,912,872	3,043,028	177,835	2,865,193
$1 to $4,999 or loss	11.4%	18.5%	11.0%	11.1%	18.3%	10.6%
$5,000 to $14,999	16.8%	23.2%	16.4%	17.4%	23.0%	17.1%
$15,000 to $24,999	15.0%	16.0%	15.0%	15.6%	15.8%	15.6%
$25,000 to $34,999	13.7%	12.5%	13.7%	14.4%	12.7%	14.6%
$35,000 to $49,999	14.9%	12.0%	15.1%	15.8%	12.7%	16.0%
$50,000 to $74,999	14.7%	10.3%	14.9%	13.6%	10.1%	13.9%
$75,000 or more	13.5%	7.4%	13.9%	12.0%	7.4%	12.3%
Median Earnings	29,908	19,896	30,442	28,798	20,243	29,516
POVERTY STATUS IN THE PAST 12 MONTHS						
Population Age 16 and over for whom poverty status is determined	236,223,137	33,930,978	202,292,159	4,835,975	667,803	4,168,172
Below 100 percent of the poverty level	13.4%	21.1%	12.1%	15.4%	20.3%	14.6%
100 to 149 percent of the poverty level	8.9%	14.3%	8.0%	9.9%	13.4%	9.3%
At or above 150 percent of the poverty level	77.6%	64.5%	79.8%	74.7%	66.3%	76.0%

Appendix 5: COMMUTING CHARACTERISTICS
2007-2011 American Community Survey 5-Year Estimates

Subject	United States	Arizona	Gila County, Arizona	Pinal County, Arizona
	Total	Total	Total	Total
Workers 16 years and over	139,488,206	2,695,734	17,827	124,894
MEANS OF TRANSPORTATION TO WORK				
Car, truck, or van	86.3%	88.0%	90.0%	90.4%
Drove alone	76.1%	75.8%	79.5%	76.8%
Carpooled	10.2%	12.3%	10.5%	13.7%
In 2-person carpool	7.8%	9.6%	8.1%	10.9%
In 3-person carpool	1.4%	1.5%	1.4%	1.4%
In 4-or-more person carpool	1.0%	1.1%	0.9%	1.4%
Workers per car, truck, or van	1.07	1.08	1.07	1.09
Public transportation (excluding taxicab)	5.0%	2.0%	0.3%	0.2%
Walked	2.8%	2.1%	2.9%	1.6%
Bicycle	0.5%	0.9%	1.1%	0.4%
Taxicab, motorcycle, or other means	1.2%	1.6%	1.4%	1.6%
Worked at home	4.2%	5.4%	4.4%	5.8%
PLACE OF WORK				
Worked in state of residence	96.2%	98.2%	98.6%	98.3%
Worked in county of residence	72.5%	94.0%	87.9%	48.4%
Worked outside county of residence	23.6%	4.2%	10.7%	49.9%
Worked outside state of residence	3.8%	1.8%	1.4%	1.7%
Living in a place	74.3%	93.5%	94.9%	83.0%
Worked in place of residence	31.5%	44.4%	43.3%	22.6%
Worked outside place of residence	42.8%	49.1%	51.6%	60.4%
Not living in a place	25.7%	6.5%	5.1%	17.0%
Workers 16 years and over who did not work at home	133,598,438	2,551,403	17,034	117,688
TIME LEAVING HOME TO GO TO WORK				
12:00 a.m. to 4:59 a.m.	4.1%	6.4%	8.8%	9.7%
5:00 a.m. to 5:29 a.m.	3.6%	5.5%	7.3%	8.0%
5:30 a.m. to 5:59 a.m.	4.9%	6.0%	7.3%	6.7%
6:00 a.m. to 6:29 a.m.	8.7%	10.1%	8.4%	14.2%
6:30 a.m. to 6:59 a.m.	10.3%	9.8%	9.5%	8.9%
7:00 a.m. to 7:29 a.m.	14.8%	14.0%	13.9%	14.6%
7:30 a.m. to 7:59 a.m.	13.2%	11.2%	14.4%	8.4%
8:00 a.m. to 8:29 a.m.	11.0%	9.2%	8.0%	6.3%
8:30 a.m. to 8:59 a.m.	5.5%	4.4%	3.0%	2.1%
9:00 a.m. to 11:59 p.m.	23.9%	23.4%	19.5%	21.1%
TRAVEL TIME TO WORK				
Less than 10 minutes	13.8%	12.9%	30.4%	12.7%
10 to 14 minutes	14.4%	14.0%	25.3%	10.0%
15 to 19 minutes	15.5%	15.4%	14.4%	8.7%
20 to 24 minutes	14.7%	15.1%	7.8%	9.6%
25 to 29 minutes	6.1%	6.4%	1.7%	4.5%

30 to 34 minutes	13.5%	15.6%	9.2%	16.0%
35 to 44 minutes	6.3%	7.0%	2.2%	9.4%
45 to 59 minutes	7.5%	7.5%	2.0%	15.1%
60 or more minutes	8.1%	6.2%	6.9%	13.8%
Mean travel time to work (minutes)	25.4	24.7	19.3	32.1
VEHICLES AVAILABLE				
Workers 16 years and over in households	138,075,756	2,678,221	17,813	124,616
No vehicle available	4.4%	3.1%	3.5%	2.5%
1 vehicle available	21.2%	23.6%	24.0%	21.4%
2 vehicles available	42.4%	44.4%	40.3%	49.8%
3 or more vehicles available	32.0%	28.8%	32.1%	26.2%

S0103: POPULATION 65 YEARS AND OVER
2007-2011 American Community Survey 5-Year Estimates

Subject	United States		Arizona		Gila County, Arizona		Pinal County, Arizona	
	Total	65 years and over	Total	65 years and over	Total	65 years and over	Total	65 years and over
	Estimate	Estimate	Estimate	Estimate	Estimate	Estimate	Estimate	Estimate
SEX AND AGE								
Male	49.2%	42.9%	49.7%	45.5%	50.0%	47.8%	52.6%	48.7%
Female	50.8%	57.1%	50.3%	54.5%	50.0%	52.2%	47.4%	51.3%
Median age (years)	37.0	74.2	35.7	73.7	47.3	73.1	35.6	72.3
RACE AND HISPANIC OR LATINO ORIGIN								
One race	97.5%	99.1%	97.3%	99.2%	97.8%	99.9%	96.9%	98.8%
White	74.1%	85.1%	78.7%	91.2%	79.1%	91.9%	75.7%	91.7%
Black or African American	12.5%	8.5%	4.0%	1.9%	0.4%	0.1%	4.3%	1.8%
American Indian and Alaska Native	0.8%	0.5%	4.4%	2.2%	14.7%	5.0%	5.4%	1.7%
Asian	4.7%	3.4%	2.7%	1.6%	0.2%	0.1%	1.7%	0.7%
Native Hawaiian and Other Pacific Islander	0.2%	0.1%	0.2%	0.1%	0.1%	0.2%	0.4%	0.0%
Some other race	5.1%	1.6%	7.3%	2.2%	3.4%	2.6%	9.3%	3.0%
Two or more races	2.5%	0.9%	2.7%	0.8%	2.2%	0.1%	3.1%	1.2%
Hispanic or Latino origin (of any race)	16.1%	6.8%	29.4%	10.8%	17.8%	10.5%	28.8%	10.6%
White alone, not Hispanic or Latino	64.2%	80.2%	58.2%	83.1%	65.9%	83.9%	58.3%	84.6%
RELATIONSHIP								
Householder or spouse	57.4%	89.2%	56.4%	89.6%	57.2%	89.1%	58.2%	92.4%
Parent	1.2%	5.5%	1.2%	4.8%	1.7%	4.6%	0.8%	3.1%
Other relatives	35.9%	3.6%	36.3%	3.2%	36.0%	5.0%	36.2%	1.9%
Nonrelatives	5.5%	1.8%	6.2%	2.4%	5.0%	1.3%	4.7%	2.6%
Unmarried partner	2.2%	0.7%	2.6%	1.2%	1.6%	0.8%	2.8%	1.5%
HOUSEHOLDS BY TYPE								
Family households	66.7%	53.5%	66.2%	57.0%	65.6%	60.5%	72.6%	63.0%
Married-couple family	49.3%	43.4%	49.0%	49.0%	50.3%	52.8%	56.2%	56.8%
Female householder, no husband present, family	12.7%	7.9%	12.1%	6.3%	11.7%	4.8%	11.0%	4.6%
Nonfamily households	33.3%	46.5%	33.8%	43.0%	34.4%	39.5%	27.4%	37.0%
Householder living	27.3%	44.2%	26.8%	39.8%	29.4%	37.7%	22.2%	33.8%

alone								
MARITAL STATUS								
Now married, except separated	49.8%	54.3%	50.0%	59.8%	51.1%	63.4%	54.7%	67.0%
Widowed	6.1%	29.2%	5.5%	24.4%	8.2%	24.0%	5.3%	21.3%
Divorced	10.6%	10.8%	12.0%	11.7%	14.9%	9.4%	11.8%	8.8%
Separated	2.2%	1.1%	1.8%	0.9%	1.6%	0.4%	1.6%	0.7%
Never married	31.4%	4.6%	30.7%	3.2%	24.2%	2.9%	26.6%	2.2%
EDUCATIONAL ATTAINMENT								
Less than high school graduate	14.6%	23.2%	14.8%	17.3%	15.9%	19.6%	15.5%	16.8%
High school graduate, GED, or alternative	28.6%	34.3%	24.7%	29.1%	33.1%	32.1%	29.6%	33.2%
Some college or associate's degree	28.6%	21.8%	34.1%	29.5%	35.5%	30.7%	36.8%	29.8%
Bachelor's degree or higher	28.2%	20.7%	26.4%	24.1%	15.5%	17.6%	18.1%	20.2%
RESPONSIBILITY FOR GRANDCHILDREN UNDER 18 YEARS								
Living with grandchild(ren)	3.7%	4.8%	4.1%	4.4%	3.0%	2.5%	3.9%	3.8%
Responsible for grandchild(ren)	1.5%	1.2%	1.8%	1.3%	1.5%	0.5%	2.2%	1.8%
VETERAN STATUS								
Civilian veteran	9.6%	23.1%	11.4%	26.9%	14.0%	28.4%	13.0%	28.2%
EMPLOYMENT STATUS								
In labor force	64.7%	15.8%	61.7%	13.8%	45.8%	10.3%	53.1%	11.2%
Employed	59.1%	14.9%	56.2%	12.8%	42.4%	9.8%	47.9%	9.7%
Unemployed	5.6%	0.9%	5.5%	1.0%	3.4%	0.4%	5.3%	1.5%
Percent of civilian labor force	8.7%	5.9%	8.9%	7.1%	7.4%	4.2%	9.9%	13.5%
Not in labor force	35.3%	84.2%	38.3%	86.2%	54.2%	89.7%	46.9%	88.8%
INCOME IN THE PAST 12 MONTHS (IN 2011 INFLATION-ADJUSTED DOLLARS)								
With earnings	79.2%	34.2%	77.5%	30.8%	62.1%	26.5%	73.9%	27.4%
Mean earnings (dollars)	73,702	45,990	68,164	41,146	48,895	37,125	61,300	36,104
With Social Security income	27.9%	91.9%	29.1%	92.7%	44.6%	94.5%	32.9%	94.5%
Mean Social Security income	16,213	17,546	17,079	18,563	17,848	19,142	17,757	19,309

(dollars)								
With Supplemental Security Income	4.3%	5.7%	3.4%	4.4%	5.0%	2.1%	3.6%	3.5%
Mean Supplemental Security Income (dollars)	8,629	8,201	9,014	8,938	10,613	11,847	9,295	8,349
With cash public assistance income	2.6%	1.6%	2.4%	1.4%	3.2%	1.1%	2.7%	1.6%
Mean cash public assistance income (dollars)	3,729	3,677	3,441	3,988	3,943	3,336	3,710	3,235
With retirement income	17.5%	49.0%	19.0%	51.8%	30.5%	58.1%	22.7%	55.2%
Mean retirement income (dollars)	22,490	22,090	23,712	23,542	21,485	19,525	22,527	22,525
With Food Stamp/SNAP benefits	10.2%	6.8%	10.6%	5.2%	13.1%	3.3%	10.8%	4.4%
POVERTY STATUS IN THE PAST 12 MONTHS								
Below 100 percent of the poverty level	14.3%	9.4%	16.2%	8.2%	20.9%	7.2%	14.3%	8.1%
100 to 149 percent of the poverty level	9.2%	11.3%	10.3%	10.2%	11.8%	12.9%	10.2%	9.6%
At or above 150 percent of the poverty level	76.4%	79.3%	73.5%	81.6%	67.4%	79.8%	75.5%	82.3%
HOUSING TENURE								
Owner-occupied housing units	66.1%	78.9%	66.6%	84.0%	76.8%	89.5%	76.5%	90.7%
Renter-occupied housing units	33.9%	21.1%	33.4%	16.0%	23.2%	10.5%	23.5%	9.3%
Average household size of owner-occupied unit	2.68	1.90	2.66	1.88	2.53	2.04	2.61	1.88
Average household size of renter-occupied unit	2.45	1.48	2.62	1.52	2.93	1.67	2.93	1.52
SELECTED CHARACTERISTICS								
No telephone service available	3.1%	1.3%	3.9%	2.0%	7.6%	3.6%	4.1%	2.6%
1.01 or more occupants per room	3.2%	0.6%	4.3%	1.0%	2.8%	0.3%	3.3%	1.4%
OWNER CHARACTERISTICS								
Median value (dollars)	186,200	166,700	197,400	175,900	154,200	164,500	144,500	122,200
Median selected monthly owner costs with a mortgage (dollars)	1,560	1,267	1,520	1,187	1,194	1,185	1,462	1,193

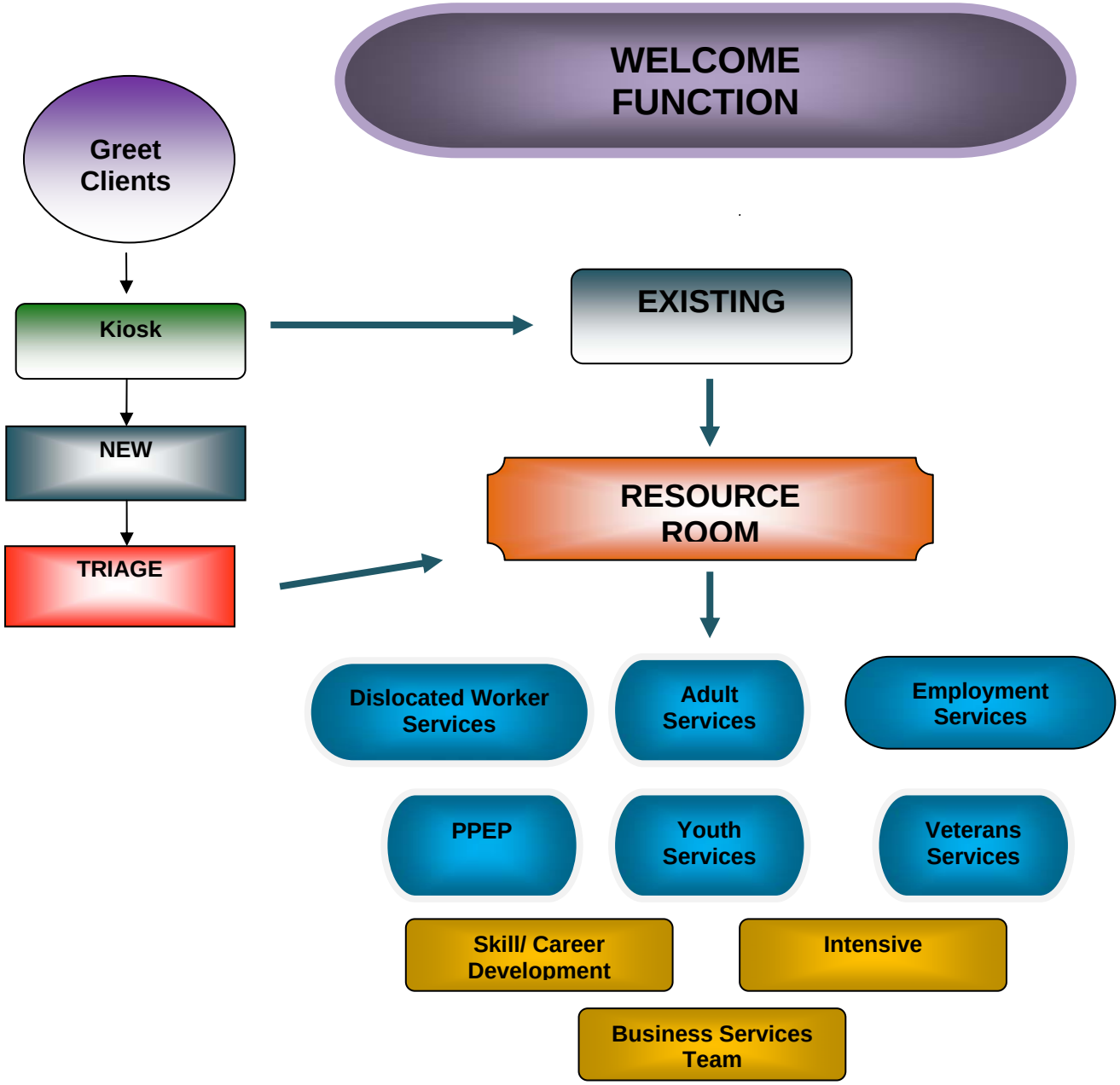
Median selected monthly owner costs without a mortgage (dollars)	444	436	373	365	312	324	371	373
GROSS RENT AS A PERCENTAGE OF HOUSEHOLD INCOME IN THE PAST 12 MONTHS								
Less than 30 percent	52.3%	45.9%	52.3%	43.6%	55.4%	61.2%	53.6%	53.2%
30 percent or more	47.7%	54.1%	47.7%	56.4%	44.6%	38.8%	46.4%	46.8%
GROSS RENT								
Median gross rent (dollars)	871	700	881	801	697	722	924	617

Appendix D

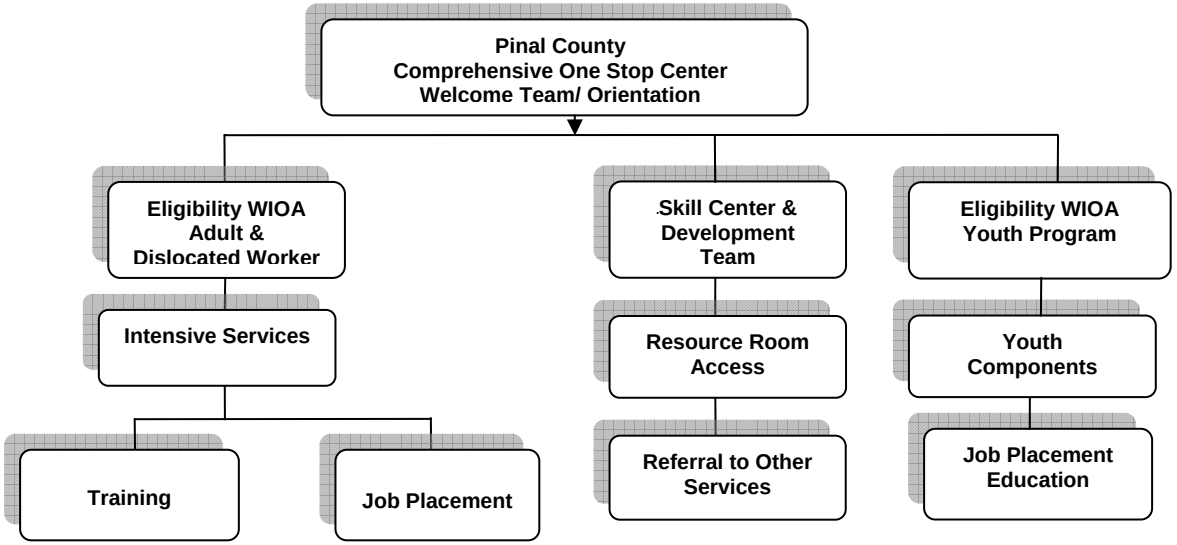
Customer

Flow Chart

Pinal Workforce Innovation & Opportunity Act
Comprehensive One-Stop Center



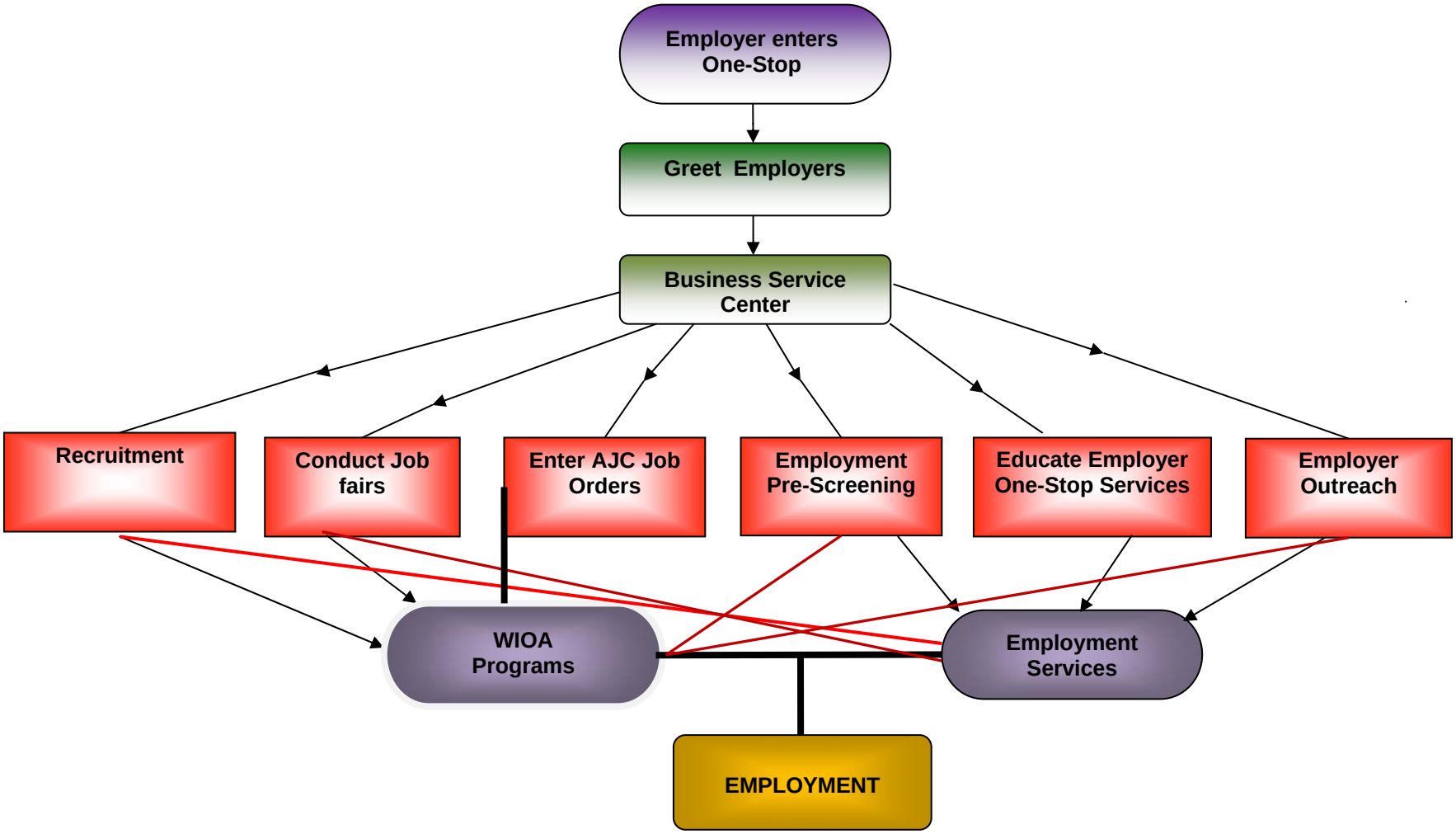
Customer Flow Chart



PINAL • COUNTY
wide open opportunity

Pinal Workforce Investment Area
Comprehensive One-Stop Center

Employer Flow Chart



Appendix E

ARIZONA DEPARTMENT OF ECONOMIC SECURITY
WIA ADMINISTRATION

WIA CONTRATOR SIGNATURE AUTHORIZATION

DATE	FROM *(LWIA)*
5/27/2015	Pinal County

The employees whose signatures appear below are hereby authorized to sign requests for funds, expenditure reports, contracts, or other documents on behalf of this Agency/LWIA:

NAME AND TITLE	SIGNATURE	AUTHORIZED TO SIGN
Gregory Stanley County Manager	Gregory Stanley	All

The signatures of any _____ of the above are required on the following documents:

AUTHORIZED BY

SIGNATURE	TITLE	TELEPHONE	DATE
Cheryl Chase	Chairwoman, Pinal Co Board of Supervisors	(520)866-6387	6/24/15
Cheryl Chase			

(Revised 1/4/2007)

Appendix F

Partnership Agreement
Between
Pinal County Board of Supervisors and Pinal Workforce Development Board

This Partnership Agreement is entered into between the Pinal County Board of Supervisors, acting as the Administrative Agent for the Pinal Workforce Development Board, and the Pinal Workforce Development Board (PWDB) to specify the relationship as required by the Workforce Investment Act of 1998 (Public Law No. 105-220) as amended by the Workforce Innovation and Opportunity Act of 2014 (Public Law No. 113-128) herein after referred to as "WIOA".

WHEREAS, Pinal County has been designated as the local Grant Recipient, Fiscal Agent, and Administrative Entity of the Pinal Workforce Innovation and Opportunity Area with liability for said funds, pursuant to Section 107 of the Workforce Innovation and Opportunity Act (WIOA);

WHEREAS, it is the responsibility of the PWDB to develop the local workforce investment plan, coordinate and conduct oversight of the WIOA Programs and serve as a partner and an advisor to the Pinal County Board of Supervisors;

WHEREAS, the PWDB desires to deliver services to employers, veterans and employment opportunities to individuals that will lead to maximum employment opportunities and enhance the self-sufficiency of the economically disadvantaged in the region; and

WHEREAS, the purpose of this agreement is to provide a basis for cooperation and a partnership between the Pinal County Board of Supervisors and the PWDB, which will lead to the success of the employment and training system within the Local WIOA Area. This agreement envisions a future of cooperation and partnership that will contribute to the overall economic prosperity of the region and its residents; and

WHEREAS, the PWDB is established in accordance with the requirements of Section 107 (d) outlined in the Act and receives its authority from the Act. All actions of the PWDB are advisory and submitted to the Pinal County Board of Supervisors for final approval.

NOW, THEREFORE, Pinal County Board of Supervisors and the PWDB agree on the following terms and conditions:

Section 1: The PWDB and Pinal County Board of Supervisors shall enter into a partnership agreement that at a minimum addresses the following as outlined in the WIOA and the PWDB By-Laws:

1. **Local Plan:** The PWDB, in partnership with the chief elected officials, shall develop and submit a local plan to the Governor.
2. **Workforce Research and Regional Labor Market:** In order to assist in the development and implementation of the local plan, the PWDB shall carry out analyses of the economic conditions of the region, the needed knowledge and skills of the region, the workforce of the region, and workforce development activities (including education and training).

3. **Convening, Brokering and Leveraging:** The PWDB shall convene local workforce development system stakeholders to assist in the development of the Pinal County Plan, and in identifying non-federal expertise and resources to leverage support for workforce activities.
4. **Employer Engagement:** The PWDB shall lead efforts to engage with a diverse range of employers and with entities in the region involved, promote business representation, develop effective linkages with employers, to support employer utilization of Pinal County workforce system, ensure the workforce investment activities meet the needs of employers, and support economic growth in the region.
5. **Career Pathways Development:** The PWDB, with representatives of secondary and postsecondary education programs, shall lead efforts to develop and implement career pathways by aligning employment, training, education and supportive services.
6. **Proven and Promising Practices:** The PWDB shall lead efforts to identify and promote proven and promising strategies and initiatives for meeting the needs of employers and jobseekers as well as identify and disseminate information of proven and promising practices.
7. **Technology and Program Oversight:** The PWDB shall develop strategies for using technology to maximize the accessibility and effectiveness of the local workforce system for employers, workers and jobseekers.
8. **Program Oversight:** The PWDB in partnership with the chief elected officials shall conduct oversight for youth workforce activities, employment and training activities for dislocated workers, adults and the one-stop delivery system as well as ensure appropriate management of the funds provided.
9. **Negotiations of Local Performance Accountability Measures:** The PWDB, chief elected officials, and the Governor shall negotiate and reach agreement on local performance and accountability measures.
10. **Selection of Operators an Providers:** The PWDB, with agreement of the chief elected officials, shall designate or certify one-stop operators, youth training providers, identify eligible providers of training services, shall work with the State to ensure there are sufficient numbers and types of providers of career services and training services in a manner that maximizes consumer choice, as well as providing opportunities that lead to competitive employment for individuals with disabilities.
11. **Coordination with Education Providers:** The PWDB shall coordinate activities with education and training providers.
12. **Budget and Administration:** The PWDB shall develop a budget for activities of the PWDB, consistent with the local plan and the duties of the board and subject to the approval of the chief elected officials.
13. **Accessibility for Individuals with Disabilities:** The PWDB shall annually assess the physical and programmatic accessibility of all one-stop centers in the local area.

Section 2: PWDB Membership/Representation Criteria – The PWDB shall be comprised of 51% private business members and 49% public sector members, who shall be appointed by the Pinal County Board of Supervisors.

Businesses representatives must be nominated by local business organizations and business trade associations. An application for membership on the PWDB is presented to the

PWDB for a vote. Upon a majority vote of the PWDB, a recommendation for appointment is made to the Pinal County Board of Supervisors.

By regulations, the Governor of the State, in partnership with the State Workforce Development Board, shall establish criteria for use by the Chief Elected Officials in the local areas for appointment of members of the local boards. Such criteria shall require, at a minimum:

1. **Majority Local Business Representatives of 51%.** WIOA Section 107 (b) (2) (A), business must be a majority of PWDB, (i) individuals must be owners, chief executives, employers with optimum policymaking and hiring authority. (ii) Small businesses or organizations representing business. (iii) Nominated by local business organizations and business trade associations.
2. **Workforce:** WIOA Sec. 107 (b) (2) (B), not less than 20% (i) Labor organizations, must be nominated by labor federations. (ii) Members of Labor organizations or training directors. (iii) Community based organizations with experience addressing employment needs of individuals with barriers, serving veterans or the disabled.
3. **Education and Training:** WIOA Sec. 107 (b) (2) (C), represents entities administering education and training activities. (i) Shall include Adult Education. (ii) Shall include higher education providing workforce activities. (iii) May include local educational agencies and community based organizations with experience addressing needs of individuals with barriers to employment.
4. **Governmental and Economic Development:** WIAO Sec. 107 (b) (2) (D), shall include: (i) Economic and community development. (ii) State Employment Service. (iii) Vocational rehabilitation. (iv) May include philanthropic organizations.
5. **Others as determined by chief elected officials.**

- **Duties/Expectations of the PWDB:**

The PWDB shall hold at least six meetings per year on the date, time and place as may be designated by the majority of the PWDB. Special meetings of the PWDB, its standing committees or ad hoc committees may be called, as needed, by the Chairperson of the PWDB or the respective committee. Each member of the PWDB is expected to attend at least 60% of the PWDB meetings per year, and may be requested by the PWDB Chairperson to serve on a standing committee of the PWDB.

If one or more members are unable to be present in person, members may participate by telephone or by electronic means. The meeting agenda will state "members of the Pinal Workforce Development Board will attend either in person, or by telephone conference call or other electronic means." Members participating in a telephone conference call or other electronic means shall be clearly identified in the minutes.

All meetings of the PWDB, including its standing committees and ad hoc committees shall be held in accordance with the Arizona Open Meeting Law (Arizona Revised Statutes, Title 38-Public Officers and Employees, Chapter 3-Conduct of Office, Article 3.1-Public Meetings and Procedures.

"Members will complete tasks assigned by the PWDB Chairperson and will carry out assignments from committees to which they have been appointed. Members are expected to be knowledgeable about the essential matters confronting the PWDB, including policy guidelines.

Members are expected to assist each other in orientation and education related to PWEB responsibilities."

- **Term of Office:**

The terms of the members shall be for four years, except for those initially appointed. Of those members initially appointed, half shall be appointed to a two year term and half shall be appointed to a four year term by the Board of Supervisors. Thereafter, each term shall be four years.

If a vacancy occurs other than by expiration of term, the vacancy shall be filled by appointment by the Board of Supervisors for the unexpired portion of the term. The nomination process will be the same as outlined in this agreement under Section 2. The new member filling the vacancy shall represent the same sector as the outgoing member.

- **Attendance:**

All PWDB members are expected to attend regularly scheduled meetings. A member's absence is considered **unexcused** if the member fails to notify the county staff in advance of a meeting. More than two consecutive **unexcused** absences by any member during any 12-month period shall result in an Executive Committee review. The Executive Committee may then present a recommendation to the PWDB with regard to removing the member. The PWDB, by a majority vote, may remove a member from the PDWB.

Four **excused** absences during a twelve month period shall also result in an Executive Committee review. The Executive Committee may then present a recommendation to the PWDB with regard to removing the member. The PWDB, by a majority vote, may remove a member from the PWDB.

All PWDB members may attend the meeting in person or telephonically. A cell phone call to a member's phone may be used in case the conference call is not available for the meeting.

- **Termination:**

Resignation by members shall be submitted in writing to the PWDB Chairperson. An agenda item will be placed on the next PWDB meeting for the PWDB to "acknowledge" that member's resignation.

Removal of any member from the PWDB requires a review by the Executive Committee. Should the Executive Committee determine that it is in the best interest of the PWDB to remove a member, a recommendation for removal will be presented to the PWDB for official action to remove the member.

Ten days written notice by PWDB must be provided to the member being considered for removal from the PWDB before a recommendation for removal is placed on a PWDB meeting agenda. The member under consideration for termination can request a hearing with the Executive Committee before any action is taken.

Notification will be given the Chief Elected Officials of any actions taken to remove a member from the PWDB and when any member submits a resignation.

- **Vacancies:**

The PWDB vacancies must be filled within 120 days of the vacancy. The Board of Supervisors are authorized to make all reappointments of members. Reappointments must be made within 120 days of the term expiration. In the event a vacancy cannot be filled within 120 days, a waiver must be submitted in writing to the Director of the State Workforce Development Board with an explanation of why a vacancy was not filled in the 120 day timeframe and a description of the process underway to fill the vacancy.

- **Voting:**

Each member of the PWDB shall be entitled to one (1) vote on all matters brought before the PWDB at any scheduled meeting. Whenever the PWDB Bylaws specify that an action is to be taken by vote of the PWDB, the approval shall be granted by a simple majority of the members present and qualified to vote (defined as a member with no conflict of interest or benefit from the vote) at any scheduled meeting of the PWDB at which a quorum exists.

- **Conflict of Interest, Liability Coverage:**

The PDWB shall follow Arizona law on Conflict of Interest law as set forth in Arizona Revised Statutes, Section 38-501following, and Section 38-447. PWDB members shall avoid both conflict of interest and the appearance of conflict of interest in the conduct of the PWDB business. A potential conflict of interest exists when a PWDB member takes any action, which would be to his/her private financial gain or loss, or to that of his/her family or employer, or any other apparent legal conflict of interest. A potential conflict does not exist if the financial gain or losses affect to the same degree all people in the LWIOA or a large class of people with which he member is associated. Each individual serving on the PWDB must sign a **Conflict of Interest Statement** on an annual basis.

If a potential conflict of interest arises, the affected PWDB member must give notice before taking action. Such disclosure of potential conflict of interest including the source of conflict will be made part of the minutes of the meeting. The affected PWDB member must refrain from discussing and/or voting on that issue.

The PWDB may spend such funds as are needed to protect the PWDB and its individual members from liability incurred in the performance of their duties as members of the PWDB.

- **Quorum:**

A majority of the current membership of the PWDB must be present at any meeting of the PWDB to constitute a quorum for the transaction of any business to come before the PWDB. A "roll call" vote can be requested by any member and will be recorded in the minutes.

Section 3: Modification and Termination

This Agreement shall take effect upon signature of both parties, and shall remain in effect until terminated in accordance with this paragraph or until the Pinal WIOA is otherwise amended or

conflicts of interest and the appearance of conflicts of interest in the conduct of the WIB business.

If a potential conflict of interest arises, the affected WIB member must give notice before the WIB takes action. Such disclosure of potential conflict of interest including the source of conflict will be made part of the minutes of the meeting. The affected WIB member must refrain from discussing and/or voting on that issue.

All meeting of the Gila/Pinal Workforce Investment Board and its committees shall be in accordance with the Arizona Open Meeting Law (Arizona Revised Statutes, Section 38-43).

Section 3. Modification and Termination
This Agreement shall take effect upon signature of both parties, and shall remain in effect until terminated in accordance with this paragraph or until the Workforce Investment Act is otherwise dissolved. Any party may terminate this Agreement by giving a 90 day notice to the other party.

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

PINAL COUNTY BOARD OF SUPERVISORS

Cheryl Chase, Chairwoman

6/24/15
Date

PINAL WORKFORCE DEVELOPMENT BOARD

Jeri Byrne, Chairwoman

6/10/15
Date

ATTEST

Cheri Cluff, Clerk of the Board

6/24/15
Date

APPROVED AS TO FORM

County Attorney

6/17/15
Date

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AGENDA ITEM

June 24, 2015
ADMINISTRATION BUILDING A
FLORENCE, ARIZONA

REQUESTED BY: Adeline Allen/Leo Lew

Funds #:

Dept. #:

Dept. Name: Housing

Director: Adeline Allen

BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:

Discussion/approval/disapproval of a Partnership Agreement between Pinal County Board of Supervisors and Pinal Workforce Development Board (PWDB).

BRIEF DESCRIPTION OF THE FISCAL CONSIDERATIONS AND/OR EXPECTED FISCAL IMPACT OF THIS AGENDA ITEM:

BRIEF DESCRIPTION OF THE EXPECTED PERFORMANCE IMPACT OF THIS AGENDA ITEM:

MOTION:

History

Time	Who	Approval
6/10/2015 4:13 PM	Housing	Yes
6/11/2015 1:14 PM	Administrative Services	Yes
6/12/2015 10:57 AM	County Attorney	Yes
6/18/2015 12:50 PM	Clerk of the Board	Yes

ATTACHMENTS:

Click to download

- Pinal County Partnership Agreement

APPROVED this 24 day of June 2015

Chairman, Pinal County Board of Supervisors

ATTEST _____
CLERK

Appendix G

WORKFORCE INVESTMENT ACT ONE-STOP OPERATOR AGREEMENT BETWEEN THE CONSORTIUM OF PINAL COUNTY HOUSING AND COMMUNITY DEVELOPMENT, ARIZONA DEPARTMENT OF ECONOMIC SECURITY, WAGNER-PEYSER AND PORTABLE PRACTICAL EDUCATION PREPARATION

WHEREAS, the Pinal Workforce Investment Board (PWDB) has been appointed by the Pinal County Board of Supervisors for purposes of the Workforce Investment Act of 1998 (WIA) (Public Law No. 105-220); and

WHEREAS, in accordance with Workforce Investment Act of 1998, the undersigned agree to form a consortium of partners to act as the One-Stop Center Operator; and

WHEREAS, a consortium of partners consisting of the Arizona Department of Economic Security, Employment Administration, Pinal County Housing Department and Portable Practical Education Preparation have been designated by the PWDB and Pinal County Board of Supervisors as the Operator of the One-Stop System; and

WHEREAS, all parties have agreed that the purpose of this Agreement is to define the respective roles and responsibilities of each party with respect to the operation of the One-Stop System.

WHEREAS, the consortium has agreed to designate Director Adeline M. Allen of the Pinal County Housing Department, Local WIA Program as the lead agency for the consortium; and

WHEREAS, under the direction of the Pinal Workforce Development Board, the Pinal County Housing Department has successfully administered Title 1B Programs and is designated as the lead agency of the Consortium. As the lead agency, Director Adeline M. Allen, Pinal County Housing Department will be responsible for the day-to-day operations, coordination, and management of the comprehensive One-Stop Center.

Pinal County Housing Department will develop a mechanism for effective communication and coordination with the consortium partners.

NOW, THEREFORE IT IS MUTUALLY AGREED.

1. This Agreement shall commence on July 1, 2015 and continue on a monthly basis unless the Partners terminate this agreement by mutual consent and with at least 30 days notice to the Board of Supervisors.

2. The Pinal Workforce Development Board shall ensure the PWDB members, and its employees do not directly control or supervise the daily activities of its One-Stop Partners.

3. The One-Stop Operator and One-Stop Committee shall establish One-Stop Policies and Procedures for all One-Stops in the Pinal Workforce Investment Act Area. Operation procedures and protocols shall promote effective seamless service delivery for all one-stop partners. Site manager's responsibilities shall be defined in the policies.

4. The vision of the One-Stop System is to provide labor market information, business services, career development opportunities and education services for its customers – the job seekers and the employer community. The One-Stop Partners shall develop a flowchart that includes access to core intensive and training activities.

5. One-Stop Partner meetings shall be held at least quarterly between the operator and other required partners to discuss services, customer flow, partner referrals, performance outcomes and other issues as appropriate.

6. Pinal County Housing Department shall develop a mechanism for effective communication and coordination with the consortium partners.

AUTHORIZED SIGNATURES

The individuals signing below have the authority to commit the party they represent to the terms of this Agreement, and do so by affixing their signatures.

PINAL WORKFORCE DEVELOPMENT BOARD

Udo Cook, Chairperson

Date

PINAL COUNTY BOARD OF SUPERVISORS

Cheryl Chase, Chairwoman

6/24/15
Date

PINAL COUNTY HOUSING DEPARTMENT

Adeline M. Allen, Director
Housing Department
WIOA, Title 1B Programs

Date

ATTEST

Sheri Cluff, Clerk of the Board

6/24/15
Date

ARIZONA DEPARTMENT OF ECONOMIC SECURITY EMPLOYMENT SERVICES

Kim Rodriguez
Program Manager, Region 3

Date

APPROVED AS TO FORM

Kevin S. Costello
Deputy Attorney Principal

6/18/15
Date

Kari Hogan
Chief Financial Officer
Portable Practical Education Preparation

Date Equal Opportunity Employer/Program.
Auxiliary aids and services are available upon request to individuals with a disability

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AGENDA ITEM

June 24, 2015
ADMINISTRATION BUILDING A
FLORENCE, ARIZONA

REQUESTED BY: Adeline Allen/Leo Lew

Funds #:

Dept. #:

Dept. Name: Housing

Director: Adeline Allen

BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:

Discussion/approval/disapproval of an agreement for Workforce Investment Act One-Stop Operator between the consortium of partners consisting of the Pinal County Housing Department, Arizona Department of Economic Security, Employment Administration, and Wagner-Peyser Portable Practical Education Preparation.

BRIEF DESCRIPTION OF THE FISCAL CONSIDERATIONS AND/OR EXPECTED FISCAL IMPACT OF THIS AGENDA ITEM:

BRIEF DESCRIPTION OF THE EXPECTED PERFORMANCE IMPACT OF THIS AGENDA ITEM:

MOTION:

Approve as presented.

History

Time	Who	Approval
6/11/2015 11:27 AM	Housing	Yes
6/11/2015 1:11 PM	Administrative Services	Yes
6/12/2015 10:56 AM	County Attorney	Yes
6/18/2015 2:16 PM	Clerk of the Board	Yes

ATTACHMENTS:

Click to download

- WIA One-Stop Operator Agreement

APPROVED this 24 day of June 2015

Cheryl Chapman

Chairman, Pinal County Board of Supervisors

ATTEST _____

CLERK

Appendix H

Appendix I

Workforce Development Committee
Access Points Report
June 4, 2015

	Facility Name	Location	Date	Action
1	???	San Tan/Anthem	5/7/2015	Looking for possible location
	Completed Access Points			
2	Florence Visitors Center	Florence	5/7/2015	MOU completed 2/17/2015. Training/Ribbon Cutting 5/7 Computer, printer, and signage delivered
3	Pinal Hispanic Council	Eloy	4/16/2015	MOU completed 1/6/2015. Training/ribbon cutting complete 4/16 Computer and printer delivered
4	Maricopa Chamber of Commerce	Maricopa	4/2/2015	MOU completed 1/6/2015. Training/ribbon cutting complete 3/26 Computer, printer, and signage delivered
5	Mammoth/San Manuel Community Schools	San Manuel	1/8/2015	IGA completed 1/6/2015. Training and ribbon cutting complete Computer, printer and signage delivered
6	Superior Library	Superior	1/8/2015	IGA completed 12/16/2014. Training and ribbon cutting compete Laptop, printer, and signage delivered
7	Coolidge Public Library	Coolidge	10/21/2014	IGA renew completed 10/21/2014 signage delivered (no computer)
8	Tonto Basin Library	Tonto Basin	9/16/2014	MOU completed 9/16/2014. Training complete. Laptop, printer and signage delivered
9	Mammoth Library	Mammoth	2/3/2015	IGA (renew agreement) submitted to Gila BOS 2/3/2015 for signature (no computer)
10	Kearny Library	Kearny	5/15/2014	IGA renewal agreement complete, training and ribbon cutting complete Laptop, printer, and signage delivered
11	Empowerment Systems	Apache Junction	1/6/2015	MOU renewal completed. Training complete computer, printer delivered

Equal Opportunity Employer/Program.
Auxiliary aids and services are available upon request to individuals with disabilities.

Appendix J

Local Business Plan Assurances

Program Years 2014 – 2016

As a condition of the award of Workforce Investment Act/Workforce Innovation and Opportunity Act funds, the local grant recipient assures that it will comply fully with the provisions of the following:

1) That it will establish, in accordance with Section 184 of the Workforce Investment Act of 1998 (WIA) and as amended by the Workforce Innovation and Opportunity Act of 2014 (WIOA), fiscal control and fund accounting procedures necessary to ensure the proper disbursement of, and accounting for funds paid to the local area through the allotments made under Sections 128 and 133.
2) That veterans will be afforded employment and training activities authorized in Section 134 of the Workforce Investment Act of 1998 as amended by the Workforce Innovation and Opportunity Act of 2014, to the extent practicable (112(b)(17)(B)).
3) That it will comply with the confidentiality requirements of Section 136(±)(3).
4) That no funds received under the Workforce Investment Act as amended by the Workforce Innovation and Opportunity Act will be used to assist, promote, or deter union organizing (Section 181(b)(7)).
5) That it will comply with the nondiscrimination provisions of Section 188, including compliance with the State Methods of Administration (Section 188).
6) That it will collect and maintain data necessary to show compliance with the nondiscrimination provisions of Section 188 (Section 185).
7) That it will comply with the grant procedures prescribed by the Secretary (pursuant to the authority of Section 189© of the Act which are necessary to enter into grant agreements for the allocation and payment of funds under the Acts. The procedures and agreements will specify the required terms and conditions and assurances and certification, including, but not limited to, the following:
   a) General Administrative Requirements;
      - 29 CFR part 97 – Uniform Administrative Requirements for State and Local Governments (as amended by the Act)
      - 29 CFR part 96 (as amended by OMB Circular A-133)-Single Audit Act
      - OMB Circular A-87-Cost Principles (as amended by the Act)
   b) Assurances and Certificates:
      - SF 424-B-Assurances for Non-construction Programs
      - 29 CFR part 31, 32 - Nondiscrimination and Equal Opportunity Assurance (and regulation)
      - CFR part 93 – Certification Regarding Lobbying (and regulation)

- 29 CFT part 98 – Drug Free Workplace and Debarment and Suspension Certifications (and regulations)

c) Special/Clauses/Provisions:

Other special assurances or provisions as may be required under Federal law or policy, including specific appropriations legislation, the Workforce Investment Act as amended by the Workforce Innovation and Opportunity Act, or subsequent Executive or Congressional mandates.

8) The veterans' services provided with Wagner-Peyser Act funds will be in compliance with 38 U.S.C. Chapter 41 and 20 CFR part 1001.
9) That it developed, and will continue to develop, this plan in consultation with local elected officials, the local workforce board, the business community, labor organization and other partners.
10) That will meet the regulatory requirements to procure youth services by a competitive process as outlined in the WIA as amended by WIOA regulations and State Youth Procurement Guidelines.
11) That will LWIB will meet a minimum of four times per year, or once each quarter.
12) That all LWIB business will be conducted in accordance with the Arizona Open Meeting Law.
13) That it will comply fully the nondiscrimination and equal opportunity provisions of the following laws:
    - Section 188 of the Workforce Investment Act of 1998 (WIA) as amended by the Workforce Innovation and Opportunity Act of 2014 which prohibits discrimination against all individuals in the United States of the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries of the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States of participation in any WIA/WIOA Title I financially assisted program of activity;
    - Title IV of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin;
    - Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
    - The Age Discrimination Act of 1975, as amended, which prohibits discrimination of the basis of age; and
    - Title IX the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs. The grant recipient also assures that it will comply with 29 CFR part 37 and all other regulations implementing the laws listed above. This assurance applies to the grant recipient's operation of the WIA/WIOA Title I – financially assisted program, or activity. The grant recipient understand that the United States has the right to seek judicial enforcement of this assurance.

14) That program services will be provided and funds will be spent in accordance with the Workforce Investment Act as amended by the Workforce Innovation and Opportunity Act and Wagner-Peyser legislation, regulations, written Department of Labor and State of Arizona guidance, and all other applicable Federal and State laws. Local business plan contents cannot override the legislative and regulatory requirements of the Workforce Investment Act as amended by the Workforce Innovation and Opportunity Act and/or the Wagner-Peyser Act.

Appendix K

PINAL WORKFORCE INNOVATION AND OPPORTUNITY AREA
EXECUTIVE SUMMARY
BUSINESS PLAN UPDATE
July 1, 2015 – June 30, 2016

We, the undersigned, do hereby approve and submit this Executive Summary to Update the Pinal Workforce Innovation and Opportunity Area Business Plan under the Workforce Innovation and Opportunity Act (WIOA) Programs for the Pinal Workforce Innovation and Opportunity Area.

Submitted on behalf of the Pinal Workforce Development Board and the Pinal County Board of Supervisors.

Cheryl Chase 6/24/15

Cheryl Chase, Chairwoman **DATE**
Pinal County Board of Supervisors

Udo Cook **DATE**
Chairman, Pinal Workforce Development Board

Attest

Cheri Cluff 6/24/15

Cheri Cluff **DATE**
Clerk of the Board

Approved as to Form

6/17/15

Pinal County Attorney **DATE**

Approved on behalf of the State of Arizona

Chair, State Workforce Board **Date**

Appendix L

Manuel González
Assistant County Manager

Administrative Services

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FritzBehring
County Manager

Doing Business with Pinal County

This information is directed toward those companies or persons who are interested in selling products or providing services to Pinal County. Our County buys a wide variety of equipment, supplies and services in order to provide services for our residents. If you sell a product or service that we need and if pricing is competitive, we want to hear from you. The principal objective of the Pinal County Purchasing Division is to acquire quality goods and services that meet the County's needs at a reasonable price while ensuring a fair and open process. This is accomplished through the use of sound, competitive procurement procedures.

If you are interested in becoming a Pinal County vendor, please send a letter to the Pinal County Purchasing Department, PO Box 1348, Florence Arizona, 85132-1348. In the letter, you need to provide information about the commodities or service your business provides, attach a W-9 form with your taxpayer id number and give us your mailing address and contact information.

Procurement Policies

Because public money is involved, Pinal County Purchasing is guided in its procurement procedures by several policy mandates, which include:

- To conduct all procurement according to the Arizona State Law and the Pinal County Procurement Code;
- To obtain the quantity and quality of materials and services at the right price and when needed;
- To maximize competition and provide interested and qualified vendors with the opportunity to offer their products or services to the County.

Informal Purchase Procedures

Informal purchases are purchases where the County spends less than $50,000 in a year on a County-wide basis for a particular commodity or service. Quotations are solicited by Buyers for this category of purchases between $5,000 and $50,000. They may be made by telephone, mail, e-mail or fax. Generally the quotation process takes from a few days to two weeks to complete, including the evaluation and award process. Quotations represent the most frequent type of buying transaction. Award of these purchases is made by purchase order to the vendor submitting the lowest responsive and responsible offer that meets specifications.

If the County spends less than $5,000 on a commodity during the year, the Buyers are authorized to use their best judgment to select the most appropriate product and source.

Formal Purchase Procedures

Formal purchases are those buying activities that, on a County-wide basis, involve over $50,000 of purchases for a given commodity or service. Buyers use Invitations for Bids and Requests for Proposals to make these purchases. The formal competitive process – from the issuance and advertising to the opening of the sealed offers – generally takes three to four weeks. After the opening of bids or proposals, the evaluation and approval process takes an additional four to six weeks before being presented to the Board of Supervisors for authorization.

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Pinal County recognizes that our local business community has a keen interest in doing business with the County and to that end, we advertise in the Florence Reminder & Blade Tribune. In addition, our Invitations for Bid and Requests for Proposal are also available for download on the Pinal County Finance Department website (http://www.pinalcountyaz.gov). To access these documents, click on the "Department Links" section, then click on the Finance Department link, and then on the Bids, Proposals and RFQs in the Services box.

All formal Invitations for Bid and RFPs are opened in a legally noticed public meeting and all interested parties are invited to attend. The date, time of day, and location of the meeting to open the bids and/or RFPs is included in the Invitation for Bids (or RFP) document. Invitations for Bids are awarded to the bidder submitting the lowest priced, responsive and responsible offer that meets specifications. Requests for Proposal are awarded to the proposer determined to have submitted the most advantageous offer to the County. With a Request for Proposal, an evaluation committee evaluates and scores proposals based on factors such as compliance to specifications, references, experience/capabilities of the firm and cost.

Pinal County Purchasing

Supporting County operations is a complex responsibility. Public funds are a public trust and tax dollars must be used wisely. The Pinal County Purchasing Division of the Finance Department constantly strives to obtain maximum value for our purchases by obtaining quality goods and services that are delivered when needed. If you have any ideas or suggestions on how we can improve service to our customers and business community please call 520-866-6526.

PINAL • COUNTY *wide open opportunity*	Uniform Instructions	Pinal County Finance Department 31 N. Pinal St. Bldg. A P.O. Box 1348 Florence, AZ 85132

1 DEFINITIONS

"Attachment" means any item the Solicitation requires a Responder to submit as part of the Offer.

"Contract" means the combination of the Solicitation, including the Uniform and Special Instructions to Responders, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Addendums or Contract Addendums.

"Contractor" means any person who has a Contract with the County.

"County" means Pinal County and any Department or Office of the County that executes the Contract.

"County Board of Supervisors" means the contracting authority for the County. The County Manager and the Chief Financial Officer are authorized to sign contracts and amendments up to $250,000 on behalf of the Board of Supervisors.

"Days" means calendar days unless otherwise specified.

"Director" means the Finance Director (Chief Financial Officer) for Pinal County.

"Exhibit" means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.

"Fiscal Year" means the period beginning with July 1 and ending June 30.

"Gratuity" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.

"Materials" means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.

"May" means something that is not mandatory but permissible.

"Office or User Department" means the County elected official's office or County division responsible for managing the Contract and/or the project.

"Offer" means bid, proposal or quotation.

"Offer Due Date" means the exact date and time offers are due.

"Procurement Officer" means the person, or his or her designee, duly authorized by the County to administer Contracts and make written determinations with respect to the Contract.

"Responder" means a vendor who responds to a Solicitation.

"Services" means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.

"Shall, Will, Must" means a mandatory requirement.

"Should" means something that is recommended but not mandatory.

"Solicitation" means an Invitation for Bids ("IFB"), a Request for Proposals ("RFP"), or a Request for Quotations ("RFQ").

"Solicitation Addendum" means a written document that is issued by the Procurement Officer for the purpose of making changes to the Solicitation.

"Subcontract" means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.

2 INQUIRIES

2.1 Duty to Examine. It is the responsibility of each Responder to examine the entire Solicitation, seek clarification in writing (inquiries), and examine its' Offer for accuracy before submitting the Offer. Lack of care in preparing an Offer shall not be grounds for modifying or withdrawing the Offer after the Offer due date and time, nor shall it give rise to any Contract claim.

2.2 Solicitation Contact Person. Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation shall be directed solely to the Solicitation contact person. The Responder shall not contact or direct inquiries concerning this Solicitation to any other County employee unless the Solicitation specifically identifies a person other than the Solicitation contact person as a contact.

2.3 Submission of Inquiries. The Procurement Officer or the person identified in the Solicitation as the contact for inquiries except at the Pre-Submittal Conference, require that an inquiry be submitted in writing. Any inquiry related to a Solicitation shall refer to the appropriate Solicitation number, page and paragraph. Do not place the Solicitation number on the outside of the envelope containing that inquiry, since it may then be identified as an Offer and not be opened until after the Offer due date and time. The County shall consider the relevancy of the inquiry but is not required to respond in writing.

2.4 Timeliness. Any inquiry or exception to the solicitation shall be submitted as soon as possible and should be submitted at least seven days before the Offer due date and time for review and determination by the County. Failure to do so may result in the inquiry not being considered for a Solicitation Addendum.

2.5 No Right to Rely on Verbal Responses. A responder shall not rely on verbal responses to inquiries. A verbal reply to an inquiry does not constitute a modification of the solicitation.

2.6 Solicitation Addendum. The Solicitation shall only be modified by a Solicitation Addendum.

2.7 Pre-Submittal Conference. If a pre-submittal conference has been scheduled under this Solicitation, the date, time and location shall appear on the Solicitation cover sheet or elsewhere in the Solicitation. Responders should raise any questions about the Solicitation or the procurement at that time. A Responder may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a written Solicitation Addendum.

2.8 Persons with Disabilities. Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Solicitation contact person. Requests shall be made as early as possible to allow time to arrange the accommodation.

3 OFFER PREPARATION

3.1 Forms: No Facsimile, Telegraphic or Electronic Mail Offers. An Offer shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document for the forms provided in this Solicitation must be legible and contain the same information requested on the forms, unless the solicitation indicates otherwise. A facsimile, telegraphic, mailgram or electronic mail Offer shall be rejected if submitted in response to requests for proposals or invitations for bids.

3.2 Typed or Ink; Corrections. The Offer shall be typed or in ink. Erasures, interlineations or other modifications in the Offer shall be initialed in ink by the person signing the Offer. Modifications shall not be permitted after Offers have been opened except as otherwise provided under applicable law.

3.3 Evidence of Intent to be Bound. The Offer and Acceptance form within the Solicitation shall be submitted with the Offer and shall include a signature (or acknowledgement for electronic submissions, when authorized) by a person authorized to sign the Offer. The signature shall signify the Responder's intent to be bound by the Offer and the terms of the Solicitation and that the information provided is true, accurate and complete. Failure to submit verifiable evidence of an intent to be bound, such as an original signature, shall result in rejection of the Offer.

3.4 Exceptions to Terms and Conditions. All exceptions included with the Offer shall be submitted in a clearly identified separate section of the Offer in which the Responder clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically accepted by the Procurement Officer in a written statement. The Responder's preprinted or standard terms will not be considered by the County as a part of any resulting Contract.

3.4.1 Invitation for Bids. An Offer that takes exception to a material requirement of any part of the Solicitation, including terms and conditions, shall be rejected.

3.4.2 Request for Proposals. All exceptions that are contained in the Offer may negatively affect the County's proposal evaluation based on the evaluation criteria stated in the Solicitation or result in rejection of the Offer. An offer that takes exception to any material requirement of the solicitation may be rejected.

3.5 Subcontracts. Responder shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Offer.

3.6 Cost of Offer Preparation. The County will not reimburse any Responder the cost of responding to a Solicitation.

3.7 Solicitation Addendum. Each Solicitation Addendum shall be signed with an original signature by the person signing the Offer, and shall be submitted no later than the Offer due date and time. Failure to return a signed copy of a Solicitation Addendum may result in rejection of the Offer.

3.8 Federal Excise Tax. The County is exempt from certain Federal Excise Tax on manufactured goods. Exemption Certificates will be provided by the County.

3.9 Provision of Tax Identification Numbers. Responders are required to provide their Arizona Transaction Privilege Tax Number and/or Federal Tax Identification number in the space provided on the Offer and Acceptance Form.

3.9.1 Employee Identification. Responder agrees to provide an employee identification number or social security number to the County for the purposes of reporting to appropriate taxing authorities, monies paid by the Department under this contract. If the federal identifier of the responder is a social security number, this number is being requested solely for tax reporting purposes and will be shared only with appropriate County and federal officials. This submission is mandatory under 26 U.S.C. § 6041A.

3.10 Identification of Taxes in Offer. The County is subject to all applicable state and local transaction privilege taxes. All applicable taxes shall be included in the pricing offered in the solicitation. At all times, payment of taxes and the determination of applicable taxes are the sole responsibility of the contractor.

3.11 Disclosure. If the firm, business or person submitting this Offer has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any Federal, state or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Responder shall fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer. The Responder shall include a letter with its Offer setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above shall be provided.

3.12 Solicitation Order of Precedence. In the event of a conflict in the provisions of this Solicitation, the following shall prevail in the order set forth below:

3.12.1 Special Terms and Conditions;

3.12.2 Uniform Terms and Conditions;

3.12.3 Statement or Scope of Work;

3.12.4 Specifications;

3.12.5 Attachments;

3.12.6 Exhibits;

3.12.7 Special Instructions to Responders;

3.12.8 Uniform Instructions to Responders; and

3.12.9 Other documents referenced or included in the Solicitation.

3.13 Delivery. Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all freight, delivery and unloading at the destination(s).

3.14. Federal Immigration and Nationality Act. By signing of the Offer, the Responder warrants that both it and all proposed subcontractors are in compliance with federal immigration laws and regulations (FINA) relating to the immigration status of their employees. The State may, at its sole discretion require evidence of compliance during the evaluation process. Should the State request evidence of compliance, the Responder shall have 5 days from receipt of the request to supply adequate information. Failure to comply with this instruction or failure to supply requested information within the timeframe specified shall result in the offer not being considered for contract award.

3.15. Offshore Performance of Work Prohibited
Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers. Responders shall declare all anticipated offshore services in the proposal.

4 SUBMISSION OF OFFER

4.1 Sealed Envelope or Package. Each Offer shall be submitted to the submittal location identified in this Solicitation. Offers should be submitted in a sealed envelope or container. The envelope or container should be clearly identified with name of the Responder and Solicitation number. The County may open envelopes or containers to identify contents if the envelope or container is not clearly identified. Responder shall submit one (1) original as well as the amount of copies stated on the Solicitation cover page. Responders may provide an electronic copy of the proposal and/or supplemental materials as a supplemental copy, but not in lieu of physical copies unless otherwise specified in the Scope of Work.

4.2 Offer Due Date. The exact due date and time that offers are due as stated on the Solicitation cover page.

4.3 Offer Amendment or Withdrawal. An Offer may not be amended or withdrawn after the Offer due date and time except as otherwise provided under applicable law.

4.4 Public Record. All Offers submitted and opened are public records and must be retained by the County. Offers shall be open to public inspection after Contract award, except for such Offers deemed to be confidential by the County. If a Responder believes that information in its Offer should remain confidential, it shall indicate as confidential the specific information and submit a statement with its Offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise. The County shall determine whether the identified information is confidential pursuant to the Pinal County Procurement Code.

4.5 Non-collusion, Employment, and Services (Certification). By signing the Offer and Acceptance Form or other official contract form, the Responder certifies that:

4.5.1 The Responder did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Offer; and

4.5.2 The Responder does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with all applicable Federal, state and local laws and executive orders regarding employment.

4.6 Gratuities Prohibited/Integrity of Offers. The Responder affirms they have not given, nor intend to give at any time hereafter any economic opportunity, future employment, gift, loan gratuity, special discount, trip, favor or service to any employee of Pinal County in connection with the submitted Bid or Proposal. After award, the County may cancel this contract by giving written notice to the Contractor if it is found that any gratuity, gift or other prohibited item were offered or given to any County officer or employee. In the event the County cancels this contract pursuant to this provision, they shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Responder the amount of the gratuity.

4.7 Lobbying Prohibited. Responders are hereby advised that lobbying is not permitted with any County personnel or members of the Board of Supervisors related to or involved with this Solicitation until the recommendation for award has been posted in the Procurement Office.

5 EVALUATION

5.1 Unit Price Prevails. In the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.

5.2 Taxes. If the products and/or services specified require transaction privilege or use taxes, they shall be described and itemized separately on the offer. Arizona transaction privilege and use taxes shall not be considered for evaluation.

5.3 Prompt Payment Discount. Prompt payment discounts of thirty (30) days or more set forth in an Offer shall be deducted from the offer for the purposes of evaluating that price.

5.4 Late Offers. An Offer submitted after the exact Offer due date and time shall be rejected.

5.5 Disqualification. A Responder (including each of it's' principals) who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity shall have its offer rejected.

5.6 Offer Acceptance Period. A Responder submitting an Offer under this Solicitation shall hold its Offer open for the number of days from the Offer due date that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for Offer acceptance, the number of days shall be one hundred-twenty (120). If a Best and Final Offer is requested pursuant to a Request for Proposals, a Responder shall hold its Offer open for one hundred twenty (120) days from the Best and Final Offer due date.

5.7 Waiver and Rejection Rights. Notwithstanding any other provision of the Solicitation, the County reserves the right to:

5.7.1 Waive any minor informality;

5.7.2 Reject any and all Offers or portions thereof; or

5.7.3 Cancel the Solicitation.

6 AWARD

6.1 Number or Types of Awards. The County reserves the right to make multiple awards or to award a Contract by individual line items or alternatives, by group of line items or alternatives, or to make an aggregate award, or regional awards, whichever is most advantageous to the County. If the Procurement Officer determines that an aggregate award to one Responder is not in the County's best interest, "all or none" Offers shall be rejected.

6.2 Contract Inception. An Offer does not constitute a Contract nor does it confer any rights on the Responder to the award of a Contract. A Contract is not created until the Offer is accepted in writing by the Board of Supervisors, County Manager, Chief Financial Officer, or their designee's signature on the Offer and Acceptance Form. A notice of award or of the intent to award shall not constitute acceptance of the Offer.

6.3 Effective Date. The effective date of this Contract shall be the date that the Board of Supervisors, County Manager, Chief Financial Officer, or their designee signs the Offer and Acceptance form or other official contract form, unless another date is specifically stated in the Contract or Contract Award.

7. Protests

7.1 Protests. A protest shall comply with and be resolved according to the Pinal County Procurement Code Article 9 and rules adopted thereunder. Protests shall be in writing and be filed with both the Procurement Officer of the purchasing agency and with the Finance Director. A protest of a Solicitation shall be received by the Procurement Officer before the Offer due date. A protest of a proposed award or of an award shall be filed within ten (10) days after contract award. A protest shall include:

7.1.1 The name, address and telephone number of the protester;

7.1.2 The signature of the protester or its representative;

7.1.3 Identification of the purchasing agency and the Solicitation or Contract number;

7.1.4 A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and

7.1.5 The form of relief requested.

PINAL • COUNTY *wide open opportunity*	Uniform Terms and Conditions	Pinal County Finance Department 31 N. Pinal St. Bldg. A P.O. Box 1348 Florence, AZ 85132

1 DEFINITIONS

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"Contract Amendment" means a written document signed by the Pinal County Board of Supervisors, the County Manager, Chief Financial Officer or their designee that is issued for the purpose of making changes in the Contract.

"Contractor" means any person who has a Contract with the County.

"County" means Pinal County and any Department or Office of the County.

"County Board of Supervisors" means the contracting authority for the County. The County Manager and the Chief Financial Officer are authorized to sign contracts and amendments up to $250,000 on behalf of the Board of Supervisors.

"Days" means calendar days unless otherwise specified.

"Director" means the Finance Director (Chief Financial Officer) for Pinal County.

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"Offer" means bid, proposal or quotation.

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"Services" means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.

"Shall, Will, Must" means a mandatory requirement.

"Should" means something that is recommended but not mandatory.

"Solicitation" means an Invitation for Bids ("IFB"), a Request for Proposals ("RFP"), or a Request for Quotations ("RFQ").

"Subcontract" means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.

2 CONTRACT INTERPRETATION

2.1 Arizona Law. This contract shall be governed by the law of the State of Arizona, and suits pertaining to this contract shall be brought only in the Pinal County Superior Court, Florence Arizona.

2.2 Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.

2.3 Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the County and as they may be amended, the following shall prevail in the order set forth below:

2.3.1 Special Terms and Conditions;

2.3.2 Uniform Terms and Conditions;

2.3.3 Statement or Scope of Work;

2.3.4 Specifications;

2.3.5 Attachments;

2.3.6 Exhibits;

2.3.7 Documents referenced or included in the Solicitation.

2.4 Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.

2.5 Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.

2.6 No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.

2.7 No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3 CONTRACT ADMINISTRATION AND OPERATION

3.1 Notice to Proceed/Ordering Authority. The Contractor agrees to render goods or services promptly and diligently upon receipt of a written purchase order or notice to proceed. Prior to receiving this notice, Contractors shall not commence any billable activities in the performance of the Contract. Any attempt to represent any product not specifically awarded under this Contract is a violation of the contract. Any such action is subject to the legal and contractual remedies available to the County, inclusive of, but not limited to, contract termination, suspension and/or debarment of the Contractor. A signed Contract and valid purchase order must be in place prior to the start of any work each year, including renewal periods.

3.2 Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the County at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.

3.3 Non-Discrimination. The Contractor shall comply with State of Arizona Executive Order No. 2009-9 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

3.4 Contractor Business Facilities and Business Practices. The Contractor's personnel, facilities and equipment shall be in full compliance with all applicable federal, state and local health, environmental and safety laws, regulations, standards, ordinances, privilege license and permit requirements, whether or not they have been referenced by the County.

Employee compensation shall meet all applicable requirements of the Fair Labor Standards Act and Federal and Arizona minimum wage laws, in addition to all applicable OSHA regulations. The Contractor bears full responsibility for employee training, safety, and providing necessary equipment to achieve compliance with all such laws and regulations prior to the contract commencement date and to maintain compliance throughout the duration of the contract.

3.5 Affirmative Action. Contractor agrees to abide by the provisions of the County Affirmative Action Program. Contractor, their subcontractor(s) and supplier(s) agree to adhere to a policy of equal employment opportunity and demonstrate an affirmative effort to recruit, hire, promote and upgrade the position of employees regardless of race, color, religion, ancestry, sex, age, disability, national origin, sexual orientation, gender identity, familial status, or marital status and who agree and are responsive to the County's goals. Upon request, the Responder/Contractor agrees to submit the following reports to the

County's Office of Equal Opportunity Programs:

Part A Employment Information Report
Part B. Equal Employment Opportunity/Affirmative Action Policy Plan;
Part C. Employer Equal Employment Opportunity (EEO) Workforce Profile.

All such reports on file with the Equal Employment Opportunity Office will be updated at least annually. The Equal Employment Opportunity Office may for good cause recommend to the County's Chief Financial Officer that failure to comply with the requirements of this subsection be waived and that the submittal be accepted contingent upon receipt of the required reports before a notice to proceed is issued.

3.6 Drug Free Workplace Program. Contractors are hereby advised that Pinal County has adopted a policy establishing a drug free workplace for itself and as a requirement for Contractors doing business with the County, to ensure the safety and health of employees working on its contracts/projects. The Contractor shall require a drug free workplace for all employees working under the contract. Specifically, all Contractor employees who are working under this contract shall be notified in writing by the Contractor that they are prohibited from the manufacture, distribution, dispensation, possession or unlawful use of a controlled substance in the workplace. The Contractor agrees to prohibit the use of intoxicating substances by all employees and shall ensure that employees do not use or possess illegal drugs while in the course of performing their duties. Failure to require a drug free workplace in accordance with the Policy may result in termination of the contract and possible debarment from bidding on future contracts/projects.

3.7 Audit. Pursuant to ARS § 35-214, at any time during the term of this Contract and six (6) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the County and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.

3.8 Facilities Inspection and Materials/Service Testing. The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The County shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the County determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the County for testing and inspection. All material or service is subject to final inspection and acceptance by the County. Material or service failing to conform to the specifications of this contract shall be held at Contractor's risk and may be returned. If defective goods are returned or services must be re-performed, all costs are the responsibility of the Contractor.

3.9 Notices. Notices to the Contractor required by this Contract shall be made by the County to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the County required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.

3.10 Advertising, Publishing and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.

3.11 Property of the County. 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. The Contractor shall not use or release these materials without the prior written consent of the County.

3.12 Offshore Performance of Work Prohibited. Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the Pinal County or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

3.13 Ownership of Intellectual Property. Any and all intellectual property, including but not limited to copyright, invention, trademark, tradename, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the County shall be considered the

creator of such Intellectual Property. The Pinal County department requesting the issuance of this contract shall own (for and on behalf of the County) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the County, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor (s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the County and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the County. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the County without the express written authorization of the Pinal County department requesting the issuance of this contract.

3.14 Confidentiality of Records. The Contractor shall maintain the confidentiality and privilege of any documents that the Contractor has access to which have been designated by the County as confidential or privileged. The Contractor shall establish and maintain procedures and controls that are acceptable to the County for the purpose of assuring that no information contained in its records obtained from the County or from others in carrying out its functions under the contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information should be referred to the County. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under the contract, unless otherwise agreed to in writing by the County.

3.15 Federal Immigration and Nationality Act. The contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The County shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the County determine that the contractor and/or any subcontractors be found noncompliant, the County may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the contract for default and suspension and/or debarment of the contractor.

3.16 E-Verify Requirements. In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.

3.17 Scrutinized Businesses. In accordance with A.R.S. § 35-391 and A.R.S. § 35-393, Contractor certifies that the Contractor does not have scrutinized business operations in Sudan or Iran.

4 COST AND PAYMENTS

4.1 Payments. A separate invoice shall be issued for each shipment of goods or services performed, and no payment shall be issued prior to receipt of acceptable goods and/or services and a correct invoice. The County shall make every effort to process payment for acceptable goods or services within thirty (30) calendar days after receipt of said items/services and a correct invoice. All invoices shall reflect the contracted prices or rates for goods or services as described in the Scope of Work.

4.2 Delivery. Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.

4.3 Applicable Taxes. The Contractor shall be responsible for paying all applicable taxes.

Pinal County is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.

Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the County harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with Pinal County' unless not required by law.

4.4 Availability of Funds for the next County fiscal year. Funds may not presently be available for performance under this Contract beyond the current County fiscal year. No legal liability on the part of the County for any payment may arise under this Contract beyond the current County fiscal year until funds are made available for performance of this Contract.

4.5 Availability of Funds for the current County fiscal year. Should the County Board of Supervisors reduce the appropriations or for any reason and these goods or services are not funded, the County may take any of the following actions: Accept a decrease in price offered by the contractor; Cancel the Contract; or Cancel the contract and re-solicit the requirements.

5 CONTRACT CHANGES

5.1 Amendment. This Contract is issued under the authority of the County Board of Supervisors who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procurement officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

5.2 Subcontracts. The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. It is expressly understood that all persons employed by the Contractor, either directly or indirectly, shall be considered employees or agents of the Contractor and not the County. Nothing contained in any contract or joint venture agreement shall create any contractual relationships between any subcontractor and Pinal County, nor shall the same create any obligation on the part of Pinal County to pay any subcontractor. The Subcontract shall incorporate by reference the terms and conditions of this Contract.

5.3 Assignment and Delegation. No right or interest in this contract shall be assignable in whole or in part without the written consent of the parties hereto, and no delegation of any duty of Responder/Contractor shall be made without prior written permission of the County's Chief Financial Officer. This Contract and all of the terms, conditions and provisions herein, shall extend to and be binding upon the heirs, administrators, executors, successors, and assigns of the parties hereto. The County shall not unreasonably withhold approval of assignment/delegation and shall notify the Responder/Contractor of the County's position within fifteen (15) days of receipt of written notice.

6 RISK AND LIABILITY

6.1. Risk of Loss. The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

6.2 Indemnification. The Contractor agrees to defend, indemnify and hold the County, its elected officials, officers, agents and employees, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys' and witnesses' and expert witnesses' fees, and expenses incident thereto, relating to bodily injuries to persons (including death) and for loss of, damage to, or destruction of real and/or tangible personal property (including property of the Count) and all other types of claims resulting from the actual or alleged negligence, misconduct, or fault of the Contractor resulting from the acts or omissions of the Contractor, its employees, agents, or subcontractors in the performance of the contract.

The Contractor shall assume risk of loss until delivery to the County's facility. The Contractor shall do nothing to prejudice the County's right to recover against third parties for any loss, destruction, or damage to County property, and shall at the County's request and expense, furnish reasonable assistance and cooperation, including assistance in the prosecution or defense of suit and the execution of instruments of assignment in favor of the County in obtaining recovery. In any instance where the Contractor has accepted a tender from the County, the Contractor agrees to update the County during the course of the litigation and to timely notify the County of any issues that may involve the independent negligence of the County that is not covered by the tender.

Without limiting the foregoing, the Contractor shall, without limitation, at its expense defend the County against all claims asserted by any person that anything provided by the Contractor infringes a patent, copyright, trade secret or other intellectual property right and shall, without limitation, pay the costs, damages and attorneys' fees awarded against the

County in any such action, or pay any settlement of such action or claim. Each party agrees to notify the other promptly of any matters to which this provision may apply and to cooperate with each other in connection with such defense or settlement. If a preliminary or final judgment shall be obtained against the County's use or operation of the items provided by the Contractor hereunder or any part thereof by reason of any alleged infringement, the Contractor shall, at its expense and without limitation, either (a) modify the item so that if becomes non-infringing; or (b) procure for the County the right to continue to use the item; or (c) substitute for the infringing item other item(s) having at least equivalent capability; or (d) refund to the County an amount equal to the price paid, less reasonable usage, from the time of installation acceptance through cessation of use, which amount shall be calculated on a useful life not less than 5 years, and plus any additional costs the County may incur to acquire substitute supplies or services.

The County assumes no liability for actions of the Contractor and shall not indemnify or hold the Contractor or any third-party harmless for claims based on this contract or use of the Contractor provided supplies or services. Neither party shall be liable for incidental, special or consequential damages.

6.3 Force Majeure. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

Force Majeure shall not include the following occurrences: Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market; Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

6.4 Third Party Antitrust Violations. The Contractor assigns to the County any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

6.5 Care of County Property. The Contractor will be responsible for any damages to County property when such property is the responsibility of or in the custody of the Contractor or its employees.

7 WARRANTIES

7.1 Liens. The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.

7.2 Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the County of the materials, they shall be: Of a quality to pass without objection in the trade under the Contract description; Fit for the intended purposes for which the materials are used; Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units; Adequately contained, packaged and marked as the Contract may require; and Conform to the written promises or affirmations of fact made by the Contractor.

7.3 Quality of Work. The Contractor shall be responsible for the professional quality and technical accuracy of the goods and services provided under this contract. Services shall be performed in accordance with generally accepted professional and industry standards. All services shall conform to and be in compliance with applicable federal, state and local statutes, rules,

codes, laws, ordinances, regulations and restrictions. The Responder shall work closely with the County, and provide all reports and documents, including proposed corrective work through the County Chief Financial Officer or her designee.

7.4 Fitness. The Contractor warrants that any material supplied to the County shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.

7.5 Inspection/Testing. The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by the County.

7.6 Compliance With Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable licenses and permit requirements.

7.7 IT 508 Compliance. Unless specifically authorized in the Contract, any electronic or information technology offered to Pinal County under this solicitation shall comply with Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.

7.8 Survival of Rights and Obligations after Contract Expiration or Termination. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the County is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.

The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

8 COUNTY'S CONTRACTUAL REMEDIES

8.1 Right to Assurance. If the County in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the County's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.

8.2 Stop Work Order. The County may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the County after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

8.3 Non-exclusive Remedies. The rights and the remedies of the County under this Contract are not exclusive.

8.4 Nonconforming Tender. Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the County may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

8.5 Right of Offset. The County shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the County, or damages assessed by the County concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

9 CONTRACT TERMINATION

9.1 Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the County may cancel this Contract within three (3) years

after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the County is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time.

9.2 Gratuities. The County may, by written notice, terminate this Contract, in whole or in part, if the County determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the County for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The County, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.

9.3 Suspension or Debarment. The County may, by written notice to the Contractor, immediately terminate this Contract if the County determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the County.

9.4 Termination for Convenience. The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the County without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the County. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

9.5 Termination for Default. The County reserves the right to terminate any part or all of a contract resulting from this solicitation if the Contractor fails to carry out any term, promise, or condition of the contract. The County will issue a written Notice of Default to the Contractor if in the opinion of the County, the Contractor:

9.5.1 Is or becomes insolvent or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's capability to perform under the contract resulting from this solicitation.

9.5.2 Is the subject of a petition for involuntary bankruptcy not removed within sixty (60) days.

9.5.3 Fails to obtain and/or keep any required bonds and insurance policies in full force and effect at all times during the term of the contract.

9.5.4 Provides services that do not meet the requirements of the contract or conducts business in an unethical or illegal manner.

9.5.5 Fails to complete the required work or fails to perform required services within the time frame stipulated.

9.5.6 Fails to materially perform or comply with the terms and conditions of the contract resulting from this solicitation.

Failure of the Contractor to remedy any problems noted by the deadline set in the Notice of Default or to otherwise bring performance to satisfactory levels that are within the requirements of the Contract shall give the County cause to cancel this contract.

If the County terminates the contract, the Contractor will be provided with a written notice that specifies the effective date of the termination. After receipt of the Notice of Termination, the Contractor agrees to perform under the terms and conditions of this contract up to and including the date of termination as though no termination has been made. In addition, the Contractor shall deliver to the Procurement Office all data, drawings, specifications, reports, estimates, summaries and other information and materials accumulated in performing this contract, whether completed or not.

If the Contract is terminated for default, the County reserves the right to purchase the goods and/or services required under the contract from the open market, to complete required work itself or have it completed at the expense of the Contractor.

The County may recover any excess costs by (1) deduction from an unpaid balance due to the Contractor; (2) collection against the proposal and/or performance security; if any; (3) collection against liquidated damages (if applicable); or (4) a combination of the aforementioned remedies or other remedies as provided by law.

9.6 Continuation of Performance Through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

10 CONTRACT CLAIMS

All claims and controversies shall be subject to the Pinal County Procurement Code.

11 ARBITRATION

It is understood and agreed that no provision of any resulting contract shall require arbitration upon the County except by the County's express written consent given subsequent to the execution of the Contract. However, if both parties agree, disputes may be resolved through arbitration. The dispute shall be resolved as provided for in A.R.S. Sec. 12-1501, et seq. The Contractor shall continue to render the services required by this contract without interruption, notwithstanding the provisions of this section.

PINAL COUNTY
PURCHASE ORDER TERMS AND CONDITIONS

1. **Modification**. No modification of the purchase order shall bind Buyer unless Buyer agrees to the modification in writing.
2. **Packing and Shipping.** Seller shall be responsible for industry standard packing which conform to requirements of carriers' tariffs and ICC regulations. Containers must be clearly marked as to lot number, destination address and purchase order number.
3. **Title and Risk of Loss.** The title and risk of loss of the goods shall not pass to Buyer until Buyer actually received the goods at the point of delivery.
4. **Invoice and Payment.** A separate invoice shall be issued for each shipment. No invoice shall be issued prior to shipment of goods and no payment will be made prior to receipt of goods and correct invoice. Payment due dates, including discount periods, will be computed from date of receipt of goods or date of receipt of correct invoice (whichever is later) to date Buyer's warrant is mailed. Unless freight and other charges are itemized, any discount provided will be taken on full amount of invoice. Payment shall be subject to the provisions of Title 35 of Arizona Revised Statutes. The Buyer's obligation is payable solely from funds appropriated for the purpose of acquiring the goods or services referred to in this Purchase Order.
5. **Inspection**. All goods are subject to final inspection and acceptance by Buyer. Material failing to meet the requirements of this Purchase Order will be held at Seller's risk and may be returned to Seller. If so returned, the cost of transportation, unpacking, inspection, repacking, reshipping or other like expenses are the responsibility of the Seller.
6. **No Replacement of Defective Tender.** Every tender of goods must fully comply with all provisions of Purchase Order as the time of delivery, quantity, quality and the like. If a tender is made which does not fully conform, it shall constitute a breach and Seller shall not have the right to substitute a conforming tender.
7. **Force Majeure.** Neither party shall be held responsible for any losses resulting if the fulfillment of any terms or conditions of the Purchase Order are delayed or prevented by any cause not within the control of the party whose performance is interfered with and which, by the exercise of reasonable diligence, that party is unable to prevent.
8. **Gratuities.** The Buyer may, by written notice to the Seller, cancel this Purchase Order if it is found by Buyer that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Seller, or any agent or representative of the Seller, to any officer or employee of Pinal County with a view toward securing an order or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with the respect to the performing, of such order. In the event this Purchase Order is cancelled by Buyer pursuant to this provision, Buyer shall be entitled in addition to any other rights and remedies to recover or withhold from the Seller the amount of the gratuity.
9. **Warranties.** Seller warrants that all goods delivered under this Purchase Order will conform to the requirements of this Purchase Order (including all applicable descriptions, specifications, drawings and samples) will be free from defects in material and workmanship and will be free from defects in design and fill for the intended purposes. Any inspection or acceptance of the goods by Buyer shall not alter or affect the obligations of Seller or the right of Buyer under the foregoing warranties.
10. **Assignment – Delegation.** No right or interest in this Purchase Order shall be assigned by Seller without the written permission of Buyer, and no delegation of any duty of Seller shall be made without permission of Buyer.
11. **Interpretation – Parole Evidence.** This Purchase Order is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this Purchase Order. Acceptance or acquiescence in a course of performance rendered under this Purchase Order shall not be relevant to determine the meaning of this Purchase Order even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in the Purchase Order the definition contained in the Code is to control.
12. **Non-Discrimination.** Seller agrees not to discriminate against any employee or applicant for employment in violation of the terms of Federal Executive Order 11246, State Executive Order No. 2009-09 and A.R.S. Section 41-1461 et seq.
13. **Indemnity.** Seller agrees to indemnity and save the Buyer harmless from any loss, damage or expense whatsoever resulting to the Buyer from any and all claims and demands on account of infringement or alleged infringement of any patent in connection with the manufacture or use of any product included in this Purchase Order and upon written request Seller will defend at its own cost the expense any legal action or suit against the Buyer involving any such alleged patent infringement, and will pay and satisfy any and all judgments or decrees rendered in any against such legal actions or suits. Seller will indemnify Buyer against all claims for damages to person or property resulting from defects in materials or workmanship.
14. **Liens.** All goods delivered and labor performed under this Purchase Order shall be free of all liens, and if Buyer requests, a formal release of all liens will be delivered to Buyer.
15. **Contract Number.** If a Pinal County or authorized Cooperative contract number appears on the face of this Purchase Order, the terms of that contract are incorporated herein by this reference.
16. **Taxes.** Pinal County is exempt from Federal Excise Tax.
17. **Conflict of Interest.** Pursuant of A.R.S. Section 38-511 this Purchase Order is subject to cancellation by the Buyer if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the county is, at any time while the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.
18. **Remedies and Applicable Law.** This Purchase Order shall be governed by, and Buyer and Seller shall have all remedies afforded each by, the Uniform Commercial Code as adopted in the State of Arizona except as otherwise provided in this Purchase Order or in statutes pertaining specifically to the State. This Purchase Order shall be governed by the law of the State of Arizona, and suits pertaining to this Purchase Order may be brought only in Pinal County Superior Court, Florence, Arizona.
19. **Arbitration.** The parties may use arbitration as applicable by A.R.S. Section 12-133 or 12-1518.

PC1-101 DEFINITIONS

1. "ADVANTAGEOUS" means in the best interests of Pinal County as solely determined by the director except as otherwise specified in this code.

2. "A/E CONSULTANT SERVICES" means services of an architect, engineer, land surveyor, hydrologist, geologist, appraiser, archeologist, assayer, landscape architect, or other related professionals whose services are required to provide planning, design, or construction management support for Pinal County and its governmental units.

3. "AGENCY" means any Pinal County department.

4. "AGGREGATE" means amount spent in a rolling year.

5. "AWARD" means the final execution of a contract by the county representative as authorized by the County Board of Supervisors, pursuant to procurement.

6. "BID" means an offer to perform a contract for work and labor or supplying commodities at a specified time.

7. "BID BOND" means a form of security, which indemnifies the county against a successful bidder's failure to execute the contract documents and proceed with performance.

8. "BID CLOSING" means the date and time set forth in the solicitation after which no bid, proposal, or other solicitation will be considered.

9. "BOND" means a form of security in compliance with the Arizona Revised Statutes which indemnifies the county from various events.

10. "BRAND NAME OR EQUAL SPECIFICATION" means a specification that uses one or more manufacturers' names or catalog numbers to describe the standard of quality, performance, and other characteristics needed to meet Pinal County requirements, and that provides for the submission of equivalent products.

11. "BRAND NAME SPECIFICATION" means a specification limited to one or more items by manufacturers' name or catalog numbers.

12. "BUSINESS" means any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture or any other private legal entity.

13. "CAPABILITY" means contractor's ability to fully perform the contract requirements at the time of award.

14. “CHANGE ORDER” means a written change to the contract documents and agreed to by the county’s authorized contracting officer or procurement officer, contractor, architect or vendor. It may change the contract sum, time of performance, quantity, degree of services contemplated in the original contract’s intent.

15. “CLARIFICATION” means written or oral communication with a contractor, including demonstrations or questions and answers, for the sole purpose of information gathering or of eliminating minor informalities or correcting nonjudgmental mistakes in a bid or proposal. Clarification does not otherwise afford the contractor the opportunity to alter or change its bid or proposal.

16. “COMMODITIES” means all property, including equipment, supplies, printing, insurance and leases of personal property, but does not include land or other real property interests.

17. “CONSTRUCTION” means a process of improving, altering, remodeling, or demolishing of any public structure, highway, bridge, building or public improvement of any kind to any real property. Construction does not include the routine operation, routine repair or routine maintenance of existing structures, highways, bridges or public property.

18. “CONSTRUCTION AGENCIES” means a Pinal County Governmental Unit, duly authorized to issue Contracts for Construction and Consultant Services for Construction.

19. "CONSTRUCTION-MANAGER-AT-RISK" means a Procurement method where two contracts are awarded for the design and the construction of a project. Design and construction may occur sequentially or concurrently.

20. “CONTRACT” means all properly executed agreements, regardless of what they may be called, for the procurement of commodities, services, construction or the disposal of materials.

21. “CONTRACT MODIFICATION” means any written alteration in the terms and conditions of any contract accomplished by mutual action of the parties to the contract.

22. “CONTRACTOR” means any person who has a contract with a county agency.

23. “COOPERATIVE PURCHASING” means a procurement conducted by, or on behalf of, more than one public procurement unit.

24. “COST” means, for the purposes of the code, the actual amount paid or incurred by a contractor to provide a commodity or service exclusive of any profit or markup.

25. “COST ANALYSIS” means the evaluation of the Cost Data for the purpose of arriving at Costs actually incurred or estimates of Costs to be incurred, Prices to be paid, and Costs to be reimbursed.

26. “COST DATA” means information concerning the actual or estimated cost of labor, material, overhead, and other cost elements that have been actually incurred or that are expected to be incurred by the contractor in performing the contract.

27. “COST-PLUS-FIXED-FEE-CONTRACT” means a cost-reimbursement contract that provides for the payment of a fixed fee to the contractor, in addition to costs which are reasonable, allowable and allocable in accordance with the contract terms and the provisions of this code. The fixed fee, once negotiated, does not vary with the actual cost but may be adjusted as a result of any subsequent changes in the scope of work or services to be performed.

28. “COST-REIMBURSEMENT CONTRACT” means a contract under which a contractor is reimbursed for costs which are reasonable, allowable and allocable in accordance with the contract terms and the provisions of this code, and a fee, if provided for in the contract.

29. “DATA” means documented information, regardless of form or characteristic.

30. “DAYS” means calendar days and shall be computed pursuant to A.R.S. §1-243.

31. “DEBARMENT” means an action taken by the director to prohibit a person from participating in Pinal County procurements.

32. “DEPARTMENT” means the Finance Department.

33. "DESIGN-BID-BUILD" means a procurement method in which sequentially a consultant under one contract designs a project, the project is publicly bid, and the lowest responsible and responsive bidder constructs the project under a second and separate contract.

34. "DESIGN-BUILD" means a procurement method where one contract is awarded for both the design and construction of a project. Design is normally accomplished prior to construction but, design and construction may occur simultaneously. There is a minimum project cost for horizontal projects specified in A.R.S. §34-603 before this procedure may be used.

35. “DESIGNEE” means a duly authorized representative of the director.

36. “DESCRIPTIVE LITERATURE” means information available in the ordinary course of business that shows the characteristics, construction, or operation of an item offered in a bid or proposal.

37. “DESIGN SPECIFICATION” means a specification that sets forth physical characteristics in definitive terms.

38. “DIRECT TRANSFER” means the transfer of surplus or excess property from one county governmental unit to another without physically moving the property to the designated surplus property area.

39. “DIRECTOR” means the Director of the Finance Department.

40. “EARTH MOVING, MATERIAL HANDLING, ROAD MAINTENANCE, AND CONSTRUCTION EQUIPMENT” means a track-type tractor, motor grader, excavator, landfill compactor, wheel tractor scraper, off-highway truck, wheel loader or track loader, having a published manufacture's minimum unit list Price of $50,000 or more and a minimum expected life cycle of three years.

41. “ELIGIBLE PROCUREMENT UNIT” means a public procurement unit or a public educational or public health institution.

42. “EMPLOYEE” means an individual drawing a salary from a county governmental unit.

43. “ERRORS AND OMISSIONS (E & O) INSURANCE” means liability insurance to protect those providers of services from claims arising out of negligent acts, errors or omissions, or breach of the contract during performance of the contractual duties.

44. “ESTABLISHED CATALOG PRICE” means the price included in a catalog, price list, schedule or other form that:

    - Is regularly maintained by a manufacturer, distributor or Contractor.
    - Is either published or otherwise available for inspection by customers.
    - States prices at which sales are currently or were last made to a significant number of any category of buyers constituting the general buying public for the commodities or services involved.

45. “EXCESS MATERIALS” means any materials which have a remaining useful life but which are no longer required by the using agency in possession of the materials.

46. “EXCESS FIXED ASSETS” means any personal property which has a remaining useful life but which is no longer required by the using agency in possession of the fixed assets.

47. “EXPENDABLE COMMODITIES” means all tangible commodities other than fixed assets.

48. “FILED” means delivery to the procurement officer or to the director, whichever is applicable. A time/date stamp affixed to a document by the office of the procurement officer or the director, whichever is applicable, shall be determinative of the time of delivery for purposes of filing.

49. “FINISHED GOODS” mean units of manufactured product awaiting sale.

50. “FIXED PRICE-CONTRACT” means a price not subject to any adjustments by the contractor in performing a contract.

51. “FUNCTIONAL SPECIFICATION” means a specification that sets forth the specific operational requirements or results.

52. “GENERAL SERVICES ADMINISTRATION CONTRACT” means contracts awarded by the United States government general services administration.

53. “GRANT” means the transfer of funds, property or services to a county governmental unit.

54. “INCREMENTAL AWARD” means an award of portions of a definite quantity requirement to more than one contractor. Each portion is for definite quantity and the sum of the portions is the total definite quantity required.

55. “INFORMATION SYSTEMS” means a system of hardware, software or related support with a

price of more than $100,000 that process information, data or processing methods and devices.

56. “INVITATION FOR BIDS”, means, except for construction, all documents including detailed scope of work and/or technical specifications whether attached or incorporated by reference, which are used for soliciting bids in accordance with the procedures prescribed in Section PC1-315.

57. "JOB-ORDER-CONTRACTING" means a type of “on-call” construction contract. This type of contract is limited to three years by A.R.S. §34-603.

58. “LETTER OF INTEREST (LOI)” means information submitted in response to a public advertisement and used by the county to identify firms for further procurement consideration, may also be referred to as expressions of interest.

59. “LIFE CYCLE” means the useful life of the material, equipment or systems to the original using agency to perform the application for which it was initially procured.

60. "LIMITED SCOPE CONSTRUCTION PROCUREMENT" means statutory dollar limited construction with a simplified bid process.

61. “LITIGATION” means all judicial, administrative, alternative dispute and mediation proceedings or hearings.

62. “LIQUIDATED DAMAGES” means damages provided under a contract in a sum certain to be awarded to the county if a contractor fails to perform as agreed.

63. “PINAL COUNTY PLAN OF OPERATION” means the agreement for acquiring surplus property between Pinal County and the federal surplus property and/or state surplus property agency.

64. “MINOR INFORMALITY” means mistakes, excluding judgmental errors, that have negligible effect on price, quantity, quality, delivery, or other contractual terms and the waiver or correction of such mistake does not prejudice other contractors.

65. “MULTIPLE AWARD” means an award of an indefinite quantity contract for one or more similar commodities or services to more than one contractor.

66. “MULTI-STEP SEALED BIDDING” means a two phase process consisting of a technical first phase composed of one or more steps in which the contractor submits unpriced technical proposals to be evaluated, and a second phase in which those contractors whose technical proposals were determined to be acceptable during the first phase have their price offers considered.

67. "NEGOTIATIONS" means an exchange of information or any form of communication during which the contractor and the county may alter or otherwise change the conditions, terms, and price, unless prohibited, of the proposed contract. Negotiations may be conducted in connection with Competitive Sealed Proposals, Review of Qualifications, small purchases, sole source procurements, emergency procurements, and special procurements or contract amendments.

68. “NOTICE OF AWARD” means a letter from a county governmental unit advising the contractor of the award of a contract.

69. “NOTICE TO PROCEED” means a letter from the county governmental unit authorizing the

contractor to start the work specified in the contract.

70. “OFFER” means a proposal of terms, either solicited or unsolicited, made with the purpose of securing or modifying a contract.

71. “PAYMENT BOND” means a form of security required to be provided by a contractor for the protection of claimants supplying labor and/or commodities to the contractor or their subcontractors.

72. “PERFORMANCE BOND” means a form of security provided by a contractor that secures the contractor's obligation to properly complete their work in accordance with the contract.

73. “PERFORMANCE SPECIFICATION” means a specification that sets forth a predefined criteria or objective to be met.

74. “PERSON” means any corporation, business, individual, union, committee, club, other organization or group of individuals.

75. “PRICE” means, for the purposes of the code, the total expenditure for a defined quantity of a commodity or service.

76. “PRICE ANALYSIS” means the evaluation of price data, without analysis of the separate cost components and profit as in cost analysis, which may assist in arriving at prices to be paid and costs to be reimbursed.

77. “PRICE DATA” means information concerning prices, including profit, for commodities, services or construction substantially similar to those being procured under a contract or subcontract. In this definition, “prices” refers to offered or proposed selling prices, historical selling prices, or current selling prices of the items being purchased.

78. “PROCUREMENT” means buying, purchasing, renting, leasing or otherwise acquiring any information, commodities, services or construction. Procurement also includes all functions that pertain to the obtaining of any material, service, or construction, including description of requirements, selection and solicitation of sources, preparation and award of contract, and all phases of contract administration.

79. “PROCUREMENT OFFICER” means any person duly authorized by the director to engage in specific limited procurement activity acting within the limits of authority under this code.

80. “PROFESSIONAL SERVICES” means services approved by the Board of Supervisors and listed in PC1-203.C as appropriate for procurement pursuant to PC1-345 which require the application of specialized or advanced training, experience, or skills or qualifications in a given field of science or learning that has been generally accepted as a profession and where the final product or result may not be accurately predicted.

81. “PROPOSAL” means a written offer, solicited or unsolicited, for consideration as a basis for awarding or modifying a contract.

82. “PROPRIETARY SPECIFICATION” means a specification that describes a material made and marketed by a person having the exclusive right to manufacture and sell such material and excludes other material with similar quality, performance, or functional characteristics from being

responsive to the Solicitation.

83. “PUBLIC EDUCATIONAL OR PUBLIC HEALTH INSTITUTION” means any educational or public health institution, no part of the income of which is distributable to its members, directors or officers, as defined in rules promulgated by the Board of Supervisors.

84. “PUBLIC PROCUREMENT UNIT” means either a local public procurement unit, the State, any other state or an agency of the United States.

85. “PURCHASE DESCRIPTION” means the language used in a solicitation to describe the commodities or services to be acquired and includes specifications attached to, or made a part of, the Solicitation.

86. “PURCHASE REQUEST” means a document, electronic transmission, or verbal request, whereby a using agency specifies a need, and may include, but is not limited to, the description of the requested item, delivery schedule, transportation data, criteria for evaluation, suggested sources of supply, and information supplied for the making of any written determination required by this code.

87. “PURCHASING AGENCY” means Pinal County Purchasing Division of the Finance Department or any county governmental unit delegated by the director and approved by the Board of Supervisors to engage in specific procurement activity within the limits of authority under this code.

88. “QUALIFIED PRODUCTS LIST” means an approved list of commodities described by the manufacturer by model or catalog numbers, that Pinal County has determined will meet the applicable specification requirements prior to a competitive solicitation.

89. “RAW MATERIALS” means goods, excluding equipment and machinery, purchased for use in manufacturing a product.

90. “REGIONAL AWARD” means the division of a contract for one or more similar commodities or services into geographic regions.

91. “REQUEST FOR INFORMATION” means a formal process used to gather data from the vendor community which may or may not be used in a future solicitation.

92. “REQUEST FOR PROPOSAL” means the solicitation issued in accordance with PC1-328 through PC1-338.

93. “REQUEST FOR TECHNICAL PROPOSAL” means the Solicitation issued in accordance with PC1-325.

94. “RESIDUAL VALUE” means the guaranteed minimum value offered by the contractor at the end of the life cycle of the material, equipment or systems being procured.

95. “RESPONSIVE RESPONSE” means a response to a solicitation which conforms to the solicitation in all material respects.

96. “REVIEW OF QUALIFICATIONS” means the Solicitation procedure set forth in PC1-345.D.3 and PC1-504.

97. “SAMPLE” means an item furnished by a contractor to show the characteristics of the item offered in the solicitation.

98. “SERVICES” means the furnishing of labor, time or effort by a contractor which does not involve the delivery of a specific end product other than required reports and performance. Services do not include employment agreements or collective bargaining agreements.

99. "SIMPLIFIED CONSTRUCTION PROCUREMENT PROGRAM" means construction limited to $100,000 including all change orders subsequent to award. Invitations for Bids shall be sent to contractors listed on an annually updated construction contractor register.

100. “SOLICITATION” means an Invitation for Bids, a Request for Technical Proposal, a Request for Proposals, or any other invitation or request by which Pinal County invites a person to participate in a procurement.

101. “SPECIFICATION” means any description of the physical or functional characteristics, or of the nature of a material, service or construction item. Specification may include a description of any requirement for inspecting, testing, or preparing a material, service or construction item for delivery.

102. “SPECIFICATION FOR A COMMON OR GENERAL USE ITEM” means a specification that has been developed and approved for repeated use in procurement pursuant to PC1-404.A.

103. “STANDARD COMMERCIAL MATERIAL” means material that, in the normal course of business, is customarily maintained in stock or readily available by a manufacturer, distributor or dealer for the marketing of such material.

104. “SURPLUS MATERIALS” means any materials or fixed assets that no longer have any use to Pinal County. This includes obsolete and scrap materials.

105. “SUSPENSION” means an action taken by the director under PC1-902 temporarily disqualifying a person from participating in Pinal County procurements.

106. “TECHNICAL PROPOSAL” means unpriced written information from a contractor stating the manner in which the contractor intends to perform certain work, its qualifications, and its terms and conditions as set forth in PCI-325.A.

107. “TELECOMMUNICATIONS SYSTEMS” means a system with a price of more than $100,000 including but not limited to all instrumentalities, facilities, apparatus and services, for the transmission and reception of messages, impressions, signs, signals, pictures, sounds or any other symbols by wire, radio, optical cable, electromagnetic or other similar means.

108. “TOTAL COUNTY COST” means costs to Pinal County for commodities, equipment, systems or services. Costs which maybe included are maintenance costs, present value of monies, vendor charges, energy, facilities, personnel, finance costs or other identifiable Pinal County costs.

109. “TOTAL LIFE CYCLE COST” means vendor charges, total county costs and financing costs throughout the life cycle of the commodities, equipment or systems being purchased less any applicable residual value.

110. “TWO-STEP COMPETITIVE NEGOTIATION” means the solicitation procedure as set forth in PC1-345.D 2.

111. “UNIT PRICE” means a price under which the contractor is paid a price for the selected unit for goods or service (e.g. pound, ton, hours).

112. “UNIT PRICE CONTRACTS” means a contract which establishes the basis for payment as a cost per unit. A unit price contract may incorporate a number of items each with a different unit cost. Unit price contracts are normally bid based upon an estimated quantity of work or units for each specified bid item. Actual payment is based on the total of actual units produced and delivered multiplied by the contract unit price.

113. “URGENT NEED” means requiring immediate attention.

114. “USING AGENCY” means any county governmental unit which utilizes any commodities, services or construction procured under this code.

115. “VENDOR CHARGES” means costs of all vendor support, commodities, transportation and all other identifiable costs associated with the response to a solicitation.

116. “VENDOR SUPPORT” means services provided by the vendor for items such as consulting, education, maintenance, training, management of the information systems or telecommunications systems, systems planning, development and integration.

117. “WRITTEN DETERMINATION” means a written decision resolving a question or controversy, or finalizing a position within the limits of authority under this code.

PC1-102 APPLICABILITY

A. This Code applies to every expenditure of public monies, including federal assistance monies, except as otherwise specified in Article 10, by this County, acting through a county governmental unit under any contract, except that this code does not apply to contracts between this county and other political subdivisions or other governments, except as provided in Article 10 of this code. This code also applies to the inventory and disposal of county commodities. Nothing in this code or in regulations or policies and procedures adopted under this code shall prevent any county governmental unit from complying with the terms and conditions of any grant, gift, bequest or cooperative agreement.

B. The provisions of this code are not applicable to contracts for professional witnesses or experts if the purpose of such Contract is to provide testimony or advice relating to an existing or probable litigation in which this county is or may become a party or for contracts of special investigative services for law enforcement purposes.

C. The provisions of this code are not applicable when Pinal County is the recipient of funds from another entity (public or private), and when as a condition of the receipt of such funds, all or a portion of the funds are sub-contracted out to a prior designated person, the resulting sub-contract(s) shall not be subject to any of the competitive procurement requirements of this code.

D. Agreements negotiated by legal counsel representing this county in settlement of existing or probable litigation are exempt from the provisions of this code.

E. Revenue contracts shall be procured with such competition as practical.

PC1-103 WRITTEN DETERMINATIONS

A. Each written determination shall specify the reasons for the determination.

B. The director is authorized to prescribe methods and operational procedures to be used in preparing written determinations.

C. Each written determination shall be filed in the applicable solicitation or contract file, and the timing of such filing shall be determined by the procurement officer.

PC1-104 CONFIDENTIAL INFORMATION

A. If a contractor believes that a bid, proposal, offer, specification, or protest contains information that should be withheld from public disclosure, a detailed statement advising the procurement officer that explains and supports the contractor's claim shall accompany the submission and the statement shall specifically identify everywhere this information appears. The contractor's claim shall include the period of time the information will remain confidential.

B. The director shall make a written determination, within a reasonable time, whether the contractor's claim shall be honored.

C. If the director determines to reject the contractor's claim, the director shall inform the contractor in writing of such determination.

PC1-105 CONTRACTING REQUIREMENTS

A. The County Manager, or the director, are authorized to: (1) settle and compromise lawful claims against or in favor of Pinal County, its boards, commissions, agencies, departments, officers or other related county entities in amounts not to exceed $50,000 and to (2) execute and sign binding contracts on behalf of the County without prior Board of Supervisor approval in amounts not to exceed $250,000 and each settlement and compromise or each contract authorized hereby shall be presented to the Board by the County Manager or director and be reflected in its records at its next regularly scheduled meeting when such is possible or the next regularly scheduled meeting thereafter.

B. Except as provided in provision "A" above or specifically authorized elsewhere in this code, all contracts must be approved by the Board of Supervisors.

C. All purchases of goods and services, including professional services, must be requested through the Purchasing Division of the Finance Department, with the following exceptions:

1. Subscriptions/Dues
2. Cellular Phone Bills (not equipment)
3. Conference/Seminar/ Registrations
4. Jury and Witness fees
5. Health and Human Service professional services providers
6. Per Diem Advance
7. Travel Reimbursements
8. Permit Refunds
9. Petty Cash Reimbursements
10. Postage (not meter rental)
11. Procurement Card Expenditures
12. Public Fiduciary payments
13. Salaries and wages
14. Tuition Reimbursement
15. Utilities

Other exceptions for non-procurement purchases may be determined by the director.

D. A procurement officer shall not incur an obligation on behalf of Pinal County if sufficient funds are not available.

E. In addition to any other approval required, the following purchases must have the approval stipulated below:

1. Director of Fleet Services must approve all vehicle and radio specifications.

2. Director of Information Technology Department must approve all computer-related specifications.

3. Director of Facilities Management must approve all repairs to or maintenance of buildings and other facilities.

4. Procurement and hiring of Attorneys in non-criminal matters must be consented to and approved by the Pinal County Attorney.

PC1-106 COUNTY EMPLOYEES OR PUBLIC OFFICER USE OF COUNTY CONTRACTS

County employees and public officers shall not purchase materials or services for their own personal use from contracts entered into by the county unless authorized in writing by the director. The determination shall state how the purchase will further the interests of the County.

PC1-201 AUTHORITY OF THE DIRECTOR

A. Except as related to construction and specified professional services in Article 5, the director may adopt policies and procedures, consistent with this code, governing the procurement and management of all commodities and services procured by Pinal County.

B. The director shall serve as the Chief Procurement Officer/Purchasing Agent for Pinal County.

C. It shall be the director's responsibility to perform or supervise the following:

1. Procure all commodities, and services for all using agencies.

2. Prepare and issue solicitations and insure that the selection process is in compliance with this code.

3. Issue purchase orders for commodities and services.

4. Provide Print Shop services.

D. The director may delegate authority to a procurement officer within any county governmental unit as follows:

1. In making the decision to delegate procurement authority, the director shall consider:

a. The procurement expertise, specialized knowledge, past experience, and performance of the county governmental unit;

b. The impact of the delegation on procurement efficiency and effectiveness; and,

c. The abilities and resources of the county governmental unit to exercise the authority if it is delegated.

2. Delegation or any modification of authority shall be in writing and shall specify:

a. The scope and type of authority delegated or modified;

b. Any limits or restrictions on the exercise of the delegated authority;

c. Whether the authority may be further delegated; and

d. The duration of the delegation.

3. Authority delegated by the director may be suspended, revoked, or modified by the director.

4. The procurement officer and county governmental unit receiving a delegation of authority shall exercise that authority according to the Pinal County Procurement Code, and applicable Pinal County policies and procedures, and the terms of the delegation.

E. The director shall have the authority to approve all requests to contract with Pinal County employees for commodities or services outside the scope of their assigned work responsibilities and work hours. Contracting directly with individuals currently employed by Pinal County shall be avoided to the extent possible and only considered when no other reasonable alternative is available. All requirements for commodities or services shall be fulfilled using the appropriate solicitation method specified in the Pinal County Procurement Code. Solicitations shall be issued to interested vendors contained in the County's vendor list and any other vendors identified by the requesting using agency. Only after this requirement has been satisfied and determined to be unsuccessful will consideration be given to entering into a contract with an employee of Pinal County. Once it has been determined that no other reasonable alternative exists, the following reviews and approvals must be obtained.

1. The using agency will prepare written justification substantiating why it is advantageous to Pinal County to contract with an employee. This justification will include the following information:

a. A summary of the commodities or services required.

b. An explanation as to why none of the responses to the solicitation, if any, cannot fulfill the requirements and why it is advantageous for Pinal County to contract with an employee.

c. Name, work title, hourly rate and job description of the employee being considered for a contract.

d. How work activities of the employee will be monitored and documented to provide a detailed record to strictly differentiate between employment and contract activities.

e. The proposed hourly pay rate or project price for commodities or services identified in the contract.

2. The using agency shall forward the written justification to the director for consideration. The request will be returned to the using agency indicating either approved or disapproved

3. If approved, the procurement officer will negotiate the final contract award, obtain any required legal review, and process the final contract award.

PC1-202 VIOLATION OF DELEGATED PROCUREMENT AUTHORITY

Unless the director specifies, the delegation of procurement authority is for one (1) fiscal year or the balance of the fiscal year for which delegation is approved and is annually renewable per criteria outlined in PC1-201.D. The director reserves the right to suspend and/or revoke delegation subject to formal written notification stating that procurement procedures have not been adhered to therefore constituting a violation of authorized County Board of Supervisors procurement policy and procedures.

PC1-203 AUTHORITY TO CONTRACT FOR PROFESSIONAL SERVICES

A. For the purpose of procuring professional services, any using agency may be delegated authority to act as a purchasing agency and negotiate contracts for their own behalf subject to the Board of Supervisors approval.

B. Procedures for negotiating professional service contracts are described in detail in PC1- 345 or PC1-504.D.

C. For purposes of this Code, professional services as determined by the Board of Supervisors are:

- Appraisers
- Archaeologists
- Lobbyists
- Naturopathy
- Hydrologist
- Clergy
- Landscape Architects
- Optometrists
- Chiropractors
- Dispensing Opticians
- Physical Therapists
-Physician's assistants
- Podiatrists
- Pharmacist
- Dentist
- Respiratory Therapists
- Architects
- Attorneys
- Teachers
- Engineers
- Veterinarians
- Psychologist
- Nurses
- Assayers
- Occupational Therapists
- Geologists
- Mediators
- Arbitrators
- Certified Public Accountants
- Physicians: Medical, Surgical, Psychiatrist
-Dialysis Centers
-Morticians
-Hospitals
-Speech Therapists
-Certified Planners

For purpose of the Pinal County Procurement Code, services not specifically included in the above list of professional services shall be considered contractual services and shall be procured in accordance with Section PCI-328 of the code.

PC1-204 COUNTY PROCUREMENT POLICY AND PROCEDURES

A. The director may issue policies and procedures to carry out the purposes of this code as necessary.

B. The director may issue standard forms and guidelines in compliance with the code to facilitate and standardize county-wide application of the code.

PC1-205 COLLECTION OF DATA CONCERNING PUBLIC PROCUREMENT

All using agencies shall furnish such reports as the director may require concerning usage, needs and stocks on hand, and the director may prescribe forms for use by the using agencies in requisitioning, ordering and reporting of commodities and services.

PC1-206 PROCUREMENT COMMITTEES

A. The director may appoint committees as necessary to carry out the purposes of this code, including evaluation committees, standards committees, and advisory committees, to assist with respect to any procurement or areas within the authority of the director. A committee member who participates in any aspect of a specific procurement shall be prohibited from receiving any benefits directly or indirectly from a contract for such procurement.

B. Specifications prepared by a procurement committee shall comply with Article 4 of the Pinal County Procurement Code.

PC1-207 AUTHORIZATION OF ELECTRONIC TRANSACTIONS

A. An electronic media transaction, involving an electronic record or electronic signature, is authorized if the transaction is consistent with state law.

B. The director may limit the use of electronic transactions, based on consideration of the best interest of the County.

PC1-1001 APPLICABILITY

Cooperative purchasing agreements entered into pursuant to this Article shall be limited to the areas of procurement, warehousing or materials management.

PC1-1002 PROCUREMENT AGREEMENT APPROVAL

All cooperative purchasing agreements entered into pursuant to this Article by Pinal County shall be approved by the Board of Supervisors.

PC1-1003 COOPERATIVE PURCHASING AUTHORIZED

The County may participate in, sponsor, conduct or administer a cooperative purchasing agreement for the procurement of any materials or services with one or more public procurement units in accordance with an agreement entered into between the participants. Under a cooperative purchasing agreement the County may:

1. Sponsor, conduct or administer a cooperative agreement for the procurement of any materials or services.

2. Cooperatively use materials or services.

3. Commonly use or share warehousing facilities, capital equipment and other facilities.

4. Provide personnel, except that the requesting public procurement unit shall pay the public procurement unit providing the personnel the direct and indirect cost of providing the personnel, in accordance with the agreement.

5. On request, make available to other public procurement units informational, technical or other services that may assist in improving the efficiency or economy of procurement. The public procurement unit furnishing the informational or technical services has the right to request reimbursement for the reasonable and necessary costs of providing such services.

6. The activities described in paragraphs 1 through 5 above do not limit what parties may do under a cooperative purchasing agreement.

PC1-1004 COOPERATIVE PURCHASING AGREEMENTS IN FORM OF A REQUIREMENTS CONTRACT

Any use of a cooperative purchasing agreement with Pinal County Purchasing shall provide that:

A. Payment for materials or services and inspection and acceptance of materials or services ordered by Pinal County under cooperative purchases shall be the exclusive obligation of Pinal County;

B. The exercise of any rights or remedies by Pinal County shall be the exclusive obligation of Pinal County;

C. Failure of Pinal County to secure performance from the contractor in accordance with the terms and conditions of its purchase order does not necessarily require the administering public procurement unit to exercise its own rights or remedies; and

D. Pinal County shall not use a cooperative purchase as a method for obtaining additional concessions or reduced prices for similar material or services.

PC1-1005 CONTRACT CONTROVERSIES

Under a cooperative purchasing agreement in which Pinal County is a party, controversies arising between an administering public procurement unit and its bidders, offerors, or contractors shall be resolved in accordance with article 9 of this Code unless otherwise provided in the solicitation by the administering public procurement unit.

PC1-1006 COMPLIANCE WITH FEDERAL PROCUREMENT

If a procurement involves the expenditure of federal assistance or contract monies, the director or using agency shall comply with federal law and authorized regulations which are mandatorily applicable and which are not presently reflected in this code.

PC1-1201 EMPLOYEE ETHICS

A. Pinal County employment is a public trust. It is the policy of Pinal County for employees to maintain high standards of honesty, integrity, impartiality, courtesy and conduct. Such policy is implemented by prescribing essential standards of ethical conduct without creating unnecessary obstacles to entering county service.

B. Pinal County employees must discharge their duties impartially so as to assure fair competitive access to governmental procurement by responsible contractors and to avoid the appearance of impropriety. Moreover, they should conduct themselves in such a manner as to foster public confidence in the integrity of Pinal County's procurement operation.

C. To achieve the purpose of this article, it is essential that those doing business with Pinal County also observe the ethical standards prescribed herein.

PC1-1202 INFLUENCE

A. Any attempt to realize personal gain through Pinal County employment by conduct inconsistent with the proper discharge of the employee's duty is a breach of public trust.

B. Any effort to influence any Pinal County employee or agent to breach the standards of ethical conduct, maybe grounds for disbarment or suspension under PC1-902.

PC1-1203 CONFLICT OF INTEREST

It is a violation of A.R.S. §38-503 for any employee or agent acting on behalf of Pinal County to directly or indirectly participate in a procurement when the employee, agent or his relative has a financial interest in the business or organization, or has a potential for financial gain as a direct result of their actions. A person who intentionally or knowingly violates A.R.S. §38-503 through 38-505 is guilty of a class 6 felony. A person who recklessly or negligently violates any provision of A.R.S. §38-503 through 38-505 is guilty of a class 1 misdemeanor.

PC1-1204 ETHICAL STANDARDS

A. No person shall offer, give or agree to give, any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing content of any specification or procurement standard, rendering of advise, investigation, auditing or in any

advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement of a contract or subcontract, or to any solicitation or proposal thereof.

B. It is a violation of state statutes relating to conflict of interest for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

PC-1205 CONTINGENT FEES

It is a violation of state statutes relating to conflict of interest for a person to be retained, or to retain a person, to solicit or secure a Pinal County contract upon an agreement or understanding for a commission, percentages, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

PC1-1206 CONFIDENTIAL INFORMATION

It is a violation of state statutes relating to conflict of interest for any employee or former employee knowingly to use confidential information for actual or anticipated personal gain, or for the actual or anticipated personal gain of any other person.

ARTICLE 13 – ON-LINE BIDDING

PC1-1301 DEFINITIONS

In this article, unless the context otherwise requires:

1. "Information services" means data processing, telecommunications and office systems technologies and services
2. "Internet" means the international computer network of both federal and nonfederal interoperable packet switched data networks, including the graphical sub-network called the world-wide-web.
3. "On-line bidding: means a procurement process in which public agencies receive vendors' bids for goods, services, construction or information services electronically over the internet in a real-time, competitive bidding event.

PC1-1302 ON-LINE BIDDING

A. If a procurement officer determines that electronic on-line bidding is more advantageous than other procurement methods, a procurement officer may use on-line bidding to obtain bids electronically for the purchase of goods, services, construction and information services.

B. An on-line bidding solicitation must designate an opening date and time.

C. The closing date and time for an on-line solicitation may be fixed or remain open depending on the structure of the item being bid on line. Information regarding the closing date and time must be included in the solicitation. At the opening date and time, the using agency must begin accepting on-line bids and must continue accepting bids until the bid is officially closed.

D. All on-line bids must be posted electronically and updated on a real-time basis.

E. Using agencies may:

1. Require bidders to register before the opening date and time and, as part of that registration, require bidders to agree to any terms, conditions or other requirements of the solicitation.

2. Pre-qualify bidders and allow only those bidders who are pre-qualified to submit bids on line.

3. Using agencies retain their existing authority to determine the criteria that will be used as a basis for making awards.

F. PC1-315 and PC1-328 do not apply to solicitations issued pursuant to this section except that:

1. All bids submitted electronically through an on-line bidding process are public information and are subject to the same public disclosure laws that govern bids received through the sealed bid process.

2. All remedies available to purchasing agencies and to bidders through the sealed bid process are also available to purchasing agencies and bidders in an on-line bidding process.

PINAL COUNTY POLICY AND PROCEDURE **9.20**

Subject: **PROCUREMENT CARDS**

Date: **11/30/2011**

Pages: 1 of 7

Replaces Policy Dated: May 25, 2011

I. PURPOSE The Pinal County Procurement Card (P-Card) is a convenient, efficient and cost effective means of purchasing and paying for goods. Use of the Card eliminates paperwork and expenses throughout the purchasing process. Orders can be placed quickly and goods/supplies are received timely. The purpose of this policy is to establish consistent procedures governing the use of P-Cards assigned to and used by select County employees. This policy is intended to accomplish the following:

1. To ensure that purchases made with P-Cards are for an appropriate public purpose and represent good value for the funds being expended.

2. To ensure appropriate internal controls are established within each department and that P-Cards are used only for authorized purposes.

3. To ensure that the County bears no legal liability from inappropriate use of P-Cards.

4. To provide a convenient and simple payment process by reducing the need for purchase orders and individual warrants.

II. POLICY

1. Use of the P-Card is limited to authorized purchases that are necessary to conduct County business. The P-Card shall NOT be used for personal or unauthorized purchases. No alcohol may be purchased with a P-Card. **Procurement Cards can only be used for the purchase of goods and supplies. Due to Internal Revenue Service 1099 reporting requirements, P-Cards may not be used for the purchase of any type of service.**

2. The card is assigned only to the cardholder and is embossed with the card holder's name. It cannot be given out or used by any other individual to make a purchase. Cardholders are expected to safeguard the card account number by not posting it in a conspicuous place or leaving the card unattended. Cards should be kept in an accessible, but secure location.

3. All orders for supplies or goods costing less than $1,000 are required to be processed on a P-Card (instead of a purchase requisition) except for computer equipment. Computer equipment such as Desktop Computers, Laptops, Printers, Monitors, and Software may be purchased on a P-Card only through the Pinal County Web Order Program because the County IT Department must approve the purchase. Computer Accessories such as Keyboards, Mice, Batteries, etc., may be purchased on a P-Card. Departments will continue to use a purchase requisition for all computer equipment and service requests outside of the Pinal County Web Order Program. In order to assure that pricing is competitive and to comply with the Pinal County Procurement Code, cardholders should make purchases from a firm listed on the Finance Department's list of contracted P-Card vendors whenever practicable (see "documents" tab on the Finance website). P-Card purchases may be made from a non-contract vendor if the item(s) needed are not available from a contract vendor, or for emergency situations, field purchases or when otherwise impractical to use a firm on the list. Purchases from non-contract vendors shall not exceed $1,000 without advance authorization from the Finance Department Procurement Card Program Administrator (P-Card Administrator).

4. The total of a single purchase on a P-Card may consist of multiple items, but cannot exceed the authorized single purchase limit. Purchases cannot be split in order to stay within the single transaction limit or to avoid competitive actions required by the Procurement Code.

5. Cardholders are expected to obtain advance approval for all purchases in accordance with internal department policies. Cardholders are also accountable to obtain and turn in original receipts for all purchases in order to reconcile and process their monthly statement. Departmental internal policy may delegate reconciliation to an individual other than the card holder, however, the cardholder is ultimately responsible for reconciliation. In addition, cardholders are expected to use their card; inactive cards are subject to cancelation and will be revoked after six (6) months of inactivity.

6. The Finance Department will monitor cardholders' compliance with this Policy. Use of the P-Card for personal or unauthorized purchases may result in card suspension or revocation, disciplinary action, termination, civil and/or criminal prosecution. The cardholder will be responsible for reimbursing Pinal County for any unauthorized purchases.

III. NEW CARD REQUESTS AND CARD HOLDER SPENDING LIMITS

1. All requests for new cards must come from the Department Director or Elected Official (Department Heads). The request must be submitted on the proper form to the Finance Department Purchasing Manager. Department Heads will establish the single transaction limit and the monthly credit limit in conjunction with the Chief Financial Officer or his/her designee. Each time a cardholder makes a purchase with the P-Card, these limits will be checked, and the authorization request will be declined should the transaction amount exceed these limits.

2. When the new card is received by the P-Card Administrator, he/she will notify the cardholder, provide training, and require the card holder to sign a Cardholder Agreement (See Attachment A) to receive their P-Card. Upon mutual agreement, the P-Card Administrator may delegate these activities to the Department.

3 Occasionally, a situation may require a transaction over a card holder's established limits. The Department Director or Elected Official may request card limit increases, whether temporary or permanent by notifying the P-Card Administrator in writing or via e-mail. All card limit changes must be approved by the Chief Financial Officer or his/her designee. Upon approval, the P-Card Administrator will increase the cardholder's spending limits and notify the requestor.

4. When requesting a new P-Card, the Department Head (or supervisory designee) will designate an account code on the Request Form that authorizes the Finance Department to pay invoices using the predetermined account for all P-Card expenses incurred by the cardholder. The designated Waiver Account Code must be "live" and have budget dollars in it. Departments must notify the P-Card Administrator whenever the Waiver Account Code changes.

IV. CARD USAGE

1. The cardholder is responsible to obtain any required department approvals to make P-Card purchases, and shall obtain and keep a receipt, invoice, or confirmation for each card transaction. The receipt, invoice, or confirmation must show itemized totals, tax, shipping (if applicable), and date.

2 All items purchased using the card, including over the counter, telephone or online orders must be immediately available or the charge must be held until the items are shipped. No card charges for back ordered items is allowed.

3. If items purchased with a P-Card are found to be defective, the cardholder is responsible for returning item(s) to the supplier for replacement or to receive a credit for purchase. If the supplier refuses to replace or correct the faulty item, the cardholder should contact the P-Card Administrator for instructions on reporting disputed purchases that can't be resolved with the supplier. Disputed amounts must be paid to ensure Pinal County does not incur late fees, but will later be credited after the dispute is settled with the bank.

4. At the end of the billing cycle (or more frequently as directed by your internal department policy), the Cardholder will turn in receipts and verify that all purchases appearing on the monthly statement were made and that the goods were received. When extended leave is scheduled, it will be the responsibility of the card holder to provide his/her Department Head (or designee) with the monthly P-card receipts.

5. Should any employee lose or have their P-Card stolen, it is their responsibility to immediately notify the P-Card Administrator of the loss, as soon as the loss is discovered. If the loss is discovered during non-business hours it is the cardholder's responsibility to immediately notify the bank. The cardholder is responsible to notify the P-Card Administrator the next business day.

V. DOCUMENTATION, RECONICILIATION AND PAYMENT PROCEDURES

1. Each department will appoint one or more P-Card statement coordinators who will download and process monthly statements. Departments must notify the P-Card Administrator who their statement coordinator(s) will be. At the end of the billing cycle, each department's statement coordinator is required to download copies of the billing statement for his/her department from the P-Card bank website. Copies are to be distributed to the person responsible for matching and verification. The Department Head or statement coordinator is responsible for appointing a representative to reconcile the monthly statement for any absent employee(s).

2. Departments will have 5 business days to match statements to receipts and when necessary, reallocate their billings to other accounting object codes. If the department does not complete this operation within the defined timeframe, the billing will be paid against the Waiver Account Code specified on the original Request Form and against which the department has pre-approved for Finance to pay. All Payment Requests, statement reports and original receipts must be turned in to the Finance Department. The P-Card Administrator may request additional or alternate statement coordinators if statements are submitted late two or more times in a twelve month period.

3. Supporting documentation shall be sorted so that receipts follow the same order as shown on the statement they belong to. If the cardholder does not have documentation of the transaction to verify the monthly statement, he/she must attach an explanation that includes a description of the item, date of purchase, vendor's name and why there is no supporting documentation. The cardholder will sign the explanation document.

4. The Department Head (or designee) is required to review all cardholder purchases in order to determine if the items purchased were for Official Use and properly authorized. This review will be documented by signing the Monthly Statement Report. This signature must be an original signature; no stamps or photocopies are acceptable. If for any reason the Department Head (or supervisory designee) questions the purchase(s), it is their responsibility to resolve the issue with the cardholder. If they cannot

be satisfied that the purchase was necessary for Official Use, then the cardholder must provide documentation verifying item(s) have been returned for credit, or have written a personal check for the full amount of that purchase. Resolution for improper use of the P-Card will be the responsibility of the Department to resolve, and disciplinary action for misuse will be that office's responsibility. The P-Card Administrator may also suspend or revoke the card for misuse.

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VI. TERMINATING OR TRANSFERRING

1. The Department Head (or supervisory designee) is responsible to collect and destroy cards for terminating or transferring employees and to provide notification to the P-Card Administrator verifying destruction. The P-Card Administrator will arrange to cancel the card. In the event that the Department Head (or supervisory designee) is not able to collect the P-Card, he or she must notify P-Card Administrator immediately by telephone and follow-up with a memo to ensure that the P-Card is voided.

2. Should a cardholder be transferred within the County to another Department Head's area of responsibility, it will be the responsibility of the new Department Head to determine if the card holder should be issued a new Procurement Card and to contact the P-Card Administrator.

VII. INFRACTIONS

1. The P-Card Administrator is responsible for tracking card usage and to monitor compliance with this policy. Program infractions and violations will be tracked by assessing points on a progressive scale as outlined herein. If a Cardholder accumulates five (5) points within a two year period, they will be required to attend a refresher training course. If a Cardholder accumulates eight (8) points within a two year period, their Card privileges will be terminated unless successfully appealed by the Department Director or Elected Official. The two year tracking period will begin on the date of the first infraction. If a violation is due to a personal or unauthorized purchase, the Cardholder shall reimburse the County and the Department should determine if disciplinary action is necessary.

2. As card usage is reviewed by the P-Card Administrator, infractions or violations will be reported to the cardholder and the Purchasing Manager, and copied to the Department Director or Elected Official (or designee), the Chief Financial Officer, and appropriate Assistant County Manager. All violations can and should be challenged so a correction can be made by the P-Card Administrator to the master list if warranted.

3. Once 8 points have been accumulated the Cardholder's Director/Elected Official (or designee) will be allowed to submit a written response or recommendation that will be considered prior to possible revocation of the card. Card revocation shall be the final decision of the Chief Financial Officer.

Level 1 Infraction (1 point each occurrence)

- The source of supporting documentation does not provide line item information including line item descriptions, quantity, and dollar amounts
- Supporting documentation is not sorted in the correct order (i.e. receipts do not follow the statement they belong to)
- Supporting documentation is not easily legible (i.e.poor fax or photocopy used)
- Supporting documentation is missing (original packing slip, paid invoice or register receipt)

Level 2 Infraction (3 points per occurrence)

- The Card was used to pay for a service
- Department Director, Elected Official or their designee did not sign the Monthly Statement Report
- A purchase exceeding $1000 was made at a non-contracted vendor without advance approval from the P-Card Administrator
- The reconciled statement and supporting documentation, including the Payment Request form was not received in Finance within 5 business days after the 17th of each month
- The purchase was made by an individual other than the Cardholder

Level 3 Infraction (5 points per occurrence)

- Repetitive purchases (splitting) from the same non-contract vendor resulting in circumvention of the Pinal County Procurement Code
- Use of card for personal purchase
- Card used for an unauthorized purchase (i.e. purchase not approved by department supervisor)

VIII. Attachments

- Procurement Cardholder Agreement

ATTACHMENT A
PROCUREMENT CARDHOLDER AGREEMENT

Requirements for Use

In accordance with the policies and procedures provided herein, you are hereby authorized to accept, use and be responsible for a Procurement Card (P-Card) issued to you by Pinal County. This authorization shall become effective upon the date issued, and shall remain effective until terminated by your Department Head, the Chief Financial Officer, the Finance Department Procurement Card Program Administrator (P-Card Administrator), the card issuer, or upon your reassignment or termination of employment.

As an employee of Pinal County, you are required to comply with strict rules of accountability. In addition, you must comply with the procedures and rules for Conflict of Interest as detailed in Pinal County Policy 3.35 and the Arizona Revised Statures, Article 8, 38-501 through 38-510. You must report violations or possible violations to the appropriate supervisor(s) through the appropriate channels.

All purchases must be made in accordance with the Procurement Card Policy, applicable State of Arizona statues and the limitations imposed by the card issuer.

Subject to appropriate authorization by your department and when funds are available, you may make purchases FOR OFFICIAL GOVERNMENT USE ONLY. The following purchases are not allowable:

- Your card is setup to prevent cash advances
- Alcohol may not be purchased
- Due to IRS 1099 reporting issues, services are prohibited.
- Items that must be back ordered unless the card is not charged until the item(s) are shipped. (This is to ensure receipt of the items prior to the end of the billing cycle.)
- Travel; all travel must be done through the Travel Credit Cards and through the travel reimbursement process.
- Fuel for County vehicles is purchased with the “fuel” credit cards.
- Personal purchases or expenses are prohibited.

Your duties and responsibilities include:

- Obtaining charge/cash register receipts or order confirmations;
- Unless delegated by Department policy, reconciling your card holder’s monthly statements and forwarding with receipts, order confirmations and cash register receipts to your Department Head (or supervisory designee) within five business days of receipt of the statements;
- Reading and complying with the requirements of Pinal County policies and procedures regarding use of the P-Card;
- Ensuring that items ordered conformed to your requirements;
- Reporting discrepancies to the vendor for resolution. If further assistance is needed then contact the P-Card Administrator;
- Receiving and applying training about the P-Card program rules and procedures...

Your authority may be suspended or revoked and you may be financially responsible for unauthorized purchases under (but not limited to) any one of the following conditions:

- Artificially splitting transactions to avoid your single purchase limit or competitive bidding requirements;

- Receipts are not obtained and turned in with the statement reconciliation and/or if the reconciliation is not performed timely and in accordance with Pinal County policies Purchases are made without adequate funds being available.
- Violation of generally acceptable public procurement standards.

Procurement Card Account Number: _____

Single Purchase Limit: _____

Received by: _____
Printed Name/ Department

Monthly Credit Limit _____

Signature: _____

Date: _____

My signature above certifies that I have read, understand and will comply with Pinal County Procurement Card Policy 9.20

Date: _____

Finance Department Procurement Card Program Administrator: _____
Signature

Appendix M

Property Lease Agreement
Between
Central Arizona College
and
Pinal County

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1. INTRODUCTION

This Office Lease is entered into by and between Central Arizona College (hereinafter "Landlord"), and the Pinal County, as Administrative Agent for the Pinal Workforce Development Board (hereinafter "Tenant").

2. PREAMBLE

The leased space is within a building located at 1015 E. Florence Blvd., Casa Grande, AZ. The portion of the Building being lease to the Tenant is hereinafter referred to as the "Premises".

3. TERM

a) Initial Term. The term of this Lease is month to month, beginning July 1, 2015 and shall not extend beyond June 30, 2016.

4. TERMINATION WITHOUT CAUSE

a) Tenant may terminate this Lease, for any reason, after delivery of a written notice to the Landlord ninety (90) days prior to the time it wishes to vacate the Premises. If the Tenant chooses to terminate under this provision, the Landlord shall not make any adjustment in the amount of Rent paid during that year or any other amount due under this Lease.

b) Landlord may terminate this Lease without cause after delivery of written notice to the Tenant one (1) year prior to the time it wishes Tenant to vacate the Premises.

5. QUIET ENJOYMENT

As long as Tenant is not in default under the terms of this Lease, it shall be entitled to the quiet enjoyment and use of the Premises according to the terms of this Lease.

6. RENT

a) Base Rent. Annual Base Rent of $116,739.00 (5559 sq. ft. x $21.00 per sq. ft.) is payable in 12 monthly installments of $9728.25 as Monthly Rent due on or before the first day of each month to the Landlord at 8470 N. Overfield Road, Coolidge, AZ 85128. The Monthly Rent must be paid, without the need for notice, demand, or deduction on or before the payment due date of each month or Tenant will be considered to be in default of the terms of the Lease and the Landlord may take appropriate action pursuant to Sections 25 and 29 of the Lease.

b) Payment of the rent for the first month of the Lease is due on or before July 15, 2015, and is payable as stated in subsection 6(a) above.

c) Furniture. Landlord will provide initial basic office furniture and office machinery. The Tenant will be responsible for the cost of maintenance, repair and replacement. Any furniture additions or replacement must be approved by the Landlord.

d) Internet and telephone service. The Landlord will provide basic telephone service and internet service to the Tenant at no additional charge.

e) Operational Costs. As further consideration Tenant will provide tenant improvements, maintenance, repair and upkeep of the Premises.

7. USE OF THE PREMISES

a) The Premises shall be used only to conduct Tenant business.

b) Tenant shall not use or allow the Premises to be used for a purpose or in a manner that is unlawful, illegal, disreputable or likely to cause damage to the Premises, to adjoining property, or in a manner which would constitute a hazard to the public or any adjoining property, or would cause a nuisance to any members of the public or to any other tenant of the property.

c) Tenant shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the Premises, occasioned by or affecting the use thereof by Tenant. The commencement or pendency of any state or federal

court abatement proceeding affecting the use of the Premises shall, at the option of the Landlord, be deemed a breach hereof.

d) Notwithstanding any provision contained in this Lease to the contrary, including without limiting the use by Tenant of the Premises in accordance with subsection 6(a) and 7(a) above, Tenant shall not commit or permit any nuisance or other act, whether noise, odor, smoke, sewage, chemical wastes or otherwise, which may disturb the quiet enjoyment of other tenants of the Landlord or Landlord's uses in the Premises. Tenant shall not obstruct or cause to be obstructed any public or private roadways, sidewalks or common areas appurtenant to the building, of which the Premises are a part, or any parking areas or docking areas of other Tenants of the Landlord. In the event Tenant commits or permits any nuisance or act set forth in this Article, or nuisance as defined by the relevant Arizona law, the same shall be a material breach of this Lease.

8. SIGNS

a) The Landlord reserves the exclusive right to the roof, side and rear walls of the Premises. Tenant shall not construct any projecting sign or awning without the prior written consent of the Landlord which consent may be withheld with or without cause. Tenant must remove all signs and graphics prior to the termination of this Lease and shall restore the Premises to its prior condition after removal and at Tenant's sole expense.

b) Except as specifically set forth below, all signs and graphics of every kind visible from public view, corridors, or the exterior of the Premises will be subject to Landlord's prior written approval, and will be subject to any applicable governmental laws, and ordinances.

9. TENANT IMPROVEMENTS

a) Tenant shall not make any alterations, additions or modifications to the premises without first obtaining the express written permission of Landlord, which may be withheld with or without cause.

b) Tenant will pay for tenant improvements. Any tenant improvements or alterations must be permitted and approved by applicable governmental agencies, and shall only be constructed by licensed, insured and bonded contractors after compliance with Landlord's bidding requirements.

c) Tenant shall furnish copies of any architecture and building plans to the Landlord as Tenant receives such information from its contractors and architect.

d) Tenant shall secure permission of the architect and/or contractors so it may assign, to the Landlord, all ownership rights and any other rights to the use of plans prepared for installation of tenant improvements. After tenant improvements are completed, Tenant shall assign all ownership rights and any other rights to use of the plans to the Landlord.

10. PARKING

a) Tenant and its patrons, employees, licensees, invitees, agents and members shall have a non-exclusive right to use the non-fenced off parking lot located at the Premises.

b) Landlord will maintain, in good condition and order, the parking area(s), including the maintenance of ground services, trash and debris removal, painting of spaces, and any artificial lighting.

11. STANDARD OF WORK

All work to be performed by or for Tenant pursuant to the Lease will be performed diligently, in a good and workmanlike manner and in compliance with all applicable laws, ordinances, regulations, and rules of any public authority having jurisdiction over the Premises.

12. MECHANIC'S LIENS

Tenant agrees to keep the Premises free of all liens and claims for labor performed on and material delivered to the Premises. If a lien is placed on the Premises resulting from any such labor or material or construction on or to the Premises resulting from any act of Tenant, Tenant shall cause such lien to be removed, expunged or bonded within ten (10) working days following the recordation of such lien. In the event Tenant fails to so remove the lien recorded against the Premises, Landlord may take any action Landlord deems appropriate, including obtaining a bond to remove such lien, and any costs to Landlord in doing same, including any legal costs or attorney's fees incurred, will become additional rent due from Tenant to Landlord and shall be due and payable immediately upon demand.

13. OWNERSHIP OR IMPROVEMENTS

Any improvements, alterations and additions, whether or not deemed fixtures of the Premises (except trade fixtures) shall, without compensation to Tenant, automatically, and without any act of Tenant or any third party, become Landlord's property at the expiration of this Lease or sooner termination. If the

fixture is a trade fixture, tenant may, at its sole expense, remove it but shall repair or pay for all repairs necessary for damages to the Premises occasioned by removal.

14. UTILITIES

Landlord will be responsible for payment of all utility expenses incurred in the building. Landlord is responsible for establishing accounts with each utility provider and will pay for all utilities directly to the provider.

15. SURRENDER

Upon the termination of this Lease, or Tenant's right to possession of the Premises, Tenant will surrender the Premises to Landlord.

16. CLEANING AND JANITORIAL

Landlord shall provide for trash removal from the leased Premises and sufficient janitorial and cleaning services to ensure that a clean and sanitary working environment is maintained on the Premises.

17. REPAIRS AND MAINTENANCE

a) Landlord's obligations. Landlord shall perform all necessary repairs and maintenance on the Building and the roof, exterior walls, structural foundations, sewers, drains, plumbing, heating and air conditioning equipment and any other electric equipment and termite control for the Premises.
   i. Landlord shall not, except in the case of an emergency, enter the Premises to make any repairs or to conduct any maintenance, other than on business days and during business hours, without giving Tenant at least 24 hours notice thereof.

b) Tenant's Obligations
   i. By its signature below, Tenant acknowledges that the Premises are in good order and repair, unless otherwise indicated herein.
   ii. Tenant, at its own expense and at all times, maintain the interior of the Premises in good and safe condition, including plate glass, electrical wiring, and any other system or equipment upon the Premises and shall surrender the same, at termination hereof, in as good condition as received, normal wear and tear with casualty and acts of God excepted. Tenant shall be responsible for all repairs required, excepting those enumerated above in Section 17(a) above.
   iii. Notwithstanding any other provision of this Lease, in the event of any damage or destruction to the Building or the Premises resulting from any intentional or negligent acts of Tenant, Tenant shall reimburse Landlord for all expenses incurred in the repair thereof within thirty (30) days of Landlord submitting to Tenant an invoice therefore, and such invoiced expense shall be deemed additional Rent thereafter which is not eligible for an offset.

c) If, in the sole discretion of the Landlord, any repair that is required to be done by the Landlord pursuant to Subsection 17(a) above is not deemed to be cost effective in order to maintain a tenant on the Premises, then the Landlord has the option to terminate the lease immediately and return the pro-rata share of the rent to Tenant.

18. TAXES

a) Personal Property Taxes. Prior to delinquency, Tenant will pay all taxes and assessments levied on trade fixtures, alterations, additions, improvements, inventories, and other personal property located or installed on the Premises by Tenant or any possesory interest tax, Government Property lease excise tax [Arizona Revised Statutes (A.R.S.)§42-6203(A)], privilege tax, or other similar excise tax relating to the Tenant's use of the Premises or this agreement.

19. INSURANCE

a) Landlord's Obligations. Landlord, at its discretion and without obligation, may maintain insurance for damages to the premises only.

b) Tenant's obligations. Tenant will, at Tenant's expense, obtain and keep in force at all times general liability insurance via a policy of commercial general liability insurance (occurrence form) having a combined single limit of not less than $1,000,000 per occurrence and providing coverage for, among other things, blanket contractual liability, products and completed operations. This obligation may be met through the State of Arizona's self-insurance program.

20. INDEMNIFICATION

a) Indemnification. Landlord will not be liable for any loss or damage to person or property caused by theft, fire, acts of God, acts of a public enemy, riot, strike, insurrection, war, court order, requisition, or order of government body or authority, unless caused by the acts of Landlord. The provisions of

this section will survive the expiration or termination of this Lease with respect to any claims or liability occurring prior to the expiration or termination. Tenant will indemnify and defend Landlord, by counsel acceptable to Landlord, against any liabilities, including reasonable attorney fees and court costs, arising out of or relating to the following:

i. Claims of injury to or death of persons or damage to property occurring or resulting direct or indirectly from the use or occupancy of the Premises, or from activities of Tenant, Tenant's invitees, or anyone about the Premises, or from any other cause, except to the extent caused by Landlord's gross negligence or willful misconduct;
ii. Claims for work or labor performed, or for materials or supplies furnished to or at the request of Tenant in connection with performance of any work done for the account of Tenant within the Premises; and
iii. Claims arising from any breach or default on the part of Tenant in the performance of any covenant contained in this Lease.

21. HAZARDOUS MATERIALS

a) Definitions. As used in this Section, Hazardous Material means any chemical, substance or material, that is or may be hazardous to human health or to the safety of the environment that are now, or become in the future, listed, defined, or regulated in any manner by any Environmental Law.
b) Use of Hazardous Materials. Tenant will not use or allow the use of the Premises in a manner that may cause Hazardous Materials to be released or to become present on, under, or about the Premises or other properties in the vicinity of the Premises.
c) Tenant's Indemnification of Landlord. Tenant will indemnify, protect, defend, and hold harmless Landlord from all claims, judgments, causes of action, damages, penalties, fines, taxes, and expenses arising (directly or indirectly) as a result of or in connection with Tenant's breach of any prohibition or provision of this Section.
d) Provide a copy of the Material Safety Data Sheets (MSDS) for all hazardous materials stored on the Premises to the Fire Department and maintain a copy on the Premises.

22. DAMAGE AND DESTRUCTION

a) In the event that the Building or the Premises are destroyed from any cause, other than the fault of the Tenant, Landlord may, at its discretion, replace the same. If Landlord elects to replace the Premises and such replacement can reasonably be made within the lesser of the expiration of the lease term or 180 days under existing governmental laws and regulations, such destruction shall not terminate this Lease. Tenant shall, however, be entitled to an abatement of rent while such replacement activity occurs.
b) In the event of a partial destruction of the Premises from any cause, other than the fault of the Tenant, Landlord may, at its discretion, repair the same. If Landlord elects to repair the Premises and such repairs can reasonably be made within the lesser of the Lease term or sixty (60) days under existing governmental laws and regulations, such partial destruction shall not terminate this Lease. Tenant shall, however, be entitled to a proportionate reduction of rent while such repairs are being made.
c) Landlord shall give to Tenant an estimate of the time it will take to repair or replace the Building or Premises or its election not to proceed with repairs in accordance with the provisions in this section within thirty (30) days following such damage or destruction.
d) In the event Landlord elects not to proceed with repairs, this Lease may be terminated at the option of either party as of the election date.

23. SUBORDINATION

a) This Lease and the estate granted hereby shall be subject and subordinate to the lien of any mortgage or deed of trust; or leasehold or other estate created by a lease/purchase agreement which now or hereafter may constitute a lien on, or secured interest in, the Premises, and to any agreements, at any time made, modifying, supplementing, extending or renewing any such mortgages or deeds of trust. The provisions for the subordination of this Lease and the estate hereby granted shall be self-operative, and no further instrument shall be required to effect such subordination. Notwithstanding the previous sentence, the parties hereto shall, upon request by the financing party or the beneficiary of any of the above enumerated instruments, at any time or times, execute and deliver any and all documents that may be reasonably necessary or proper to effect such subordination or to confirm or evidence the same. In the event of foreclosure of any mortgage

or deed of trust or exercise of the power of sale or the taking of possession from the Landlord thereunder, Tenant shall attorn to the purchaser of the Premises at such foreclosure or sale and recognize such purchaser as owner under this lease if so requested by such purchaser.

24. RESPONSIBLE PARTY

Landlord shall from time to time designate an employee of Landlord who Tenant may contact regarding all matters involving this agreement. Tenant shall also designate an employee who Landlord may contact regarding all matters involving this agreement. At the time of execution of this agreement, Landlord's designated representative is the Vice President for Finance and Administration. Tenant's designated representative is its Gila/Pinal Workforce Investment Board Program Manager.

25. EMINENT DOMAIN

a) Total condemnation. If all of the Premises are condemned by eminent domain, inversely condemned, or sold in lieu of condemnation for any public or quasi-public use or purpose, this Lease will terminate as of the date of title vesting in that proceeding and the Rent will be abated from the date of termination.

b) Partial condemnation.

   i. If any portion of the Premises is condemned by eminent domain, inversely condemned, or sold in lieu of condemnation for any public or quasi-public use or purpose and the partial condemnation, in Tenant's reasonable opinion, renders the Premises unusable for Tenant's business, this Lease will terminate as of the date of title vesting or order of immediate possession in that proceeding and the Rent will be abated to the date of termination.

   ii. If, in Tenant's reasonable opinion, the partial condemnation does not render the Premises unusable for the business of Tenant, Tenant and Landlord shall agree on an abatement in rent in an amount equal to the reduction in leasehold value resulting from such partial condemnation.

c) Award. If the Premises are wholly or partially condemned, Landlord will be entitled to the entire award paid for the condemnation, and Tenant waives any claim to any part of the award from Landlord or the condemning authority. However, Tenant will have the right to recover from the condemning authority any compensation that may be separately awarded to Tenant in connection with any award allowable to Tenant by law. Notwithstanding the foregoing, Tenant shall be entitled to a portion of the award equal to the non-recovered costs of construction of the tenant improvements.

26. DEFAULT

a) Events of Default. The occurrence of any of the following events will, at Landlord's option, constitute an Event of Default:

   i. In the event Rent is late as defined in Section 30 of the Lease, failure to pay Rent within three (30) days following written demand to pay Rent by Landlord;

   ii. vacation or abandonment of the Premises for a period of thirty (30) consecutive days;

   iii. failure to perform any of Tenant's covenants under this Lease (except default in the payment of rent), provided that if this default is susceptible of cure and Tenant has promptly commenced the cure of this default and is diligently prosecuting the cure to completion, then the default must remain uncured for thirty (30) days after written notice from Landlord;

   iv. the making of a general assignment by Tenant for the benefit of creditors, the filing of a voluntary petition by Tenant, or the filing of an involuntary petition by any of Tenant's creditors seeking the rehabilitation, liquidation, or reorganization of Tenant under any law relating to bankruptcy, insolvency, or other relief of debtors and, in the case of an involuntary action, the failure to remove or discharge the petition within sixty (60) days of the filing.

b) Remedies of Landlord on Default. In the event of an Event of Default or of any other breach of this Lease by Tenant, Landlord may, at its option, terminate this Lease and recover from Tenant:

   i. the worth at the time of award of the unpaid rent which was earned at the time of termination;

   ii. the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of the award exceeds the amount of such rental loss that the Tenant proves could have been reasonably avoided.

   iii. the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that Tenant proves could be reasonably avoided; and

iv. any other amount necessary to compensate Landlord for all detriment proximately caused by Tenant's failure to perform his obligations under the Lease or which in the ordinary course of things would be likely to result therefrom.

c) Landlord may, in the alternative, continue this Lease in effect, as long as Landlord does not terminate Tenant's right to possession, and Landlord may enforce all rights and remedies under it, including the right to recover the Rent as it becomes due under it. If said breach of Lease continues, Landlord may, at any time thereafter, elect to terminate the Lease.

d) Cumulative. Each right and remedy of Landlord provided for in this Lease or now or later existing at law, in equity, by statue, or otherwise, will be cumulative and will not preclude Landlord from exercising any other rights or remedies provided for in this Lease or now or later existing at law or in equity, by statue, or otherwise. No payment by Tenant of a lesser amount than the Rent, or any endorsement on any check or letter accompanying any check or payment as Rent, will be deemed an accord and satisfaction of full payment of Rent. However, Landlord may accept this payment without prejudice to Landlord's right to recover the balance of rent or to pursue other remedies.

27. NO MERGER

The voluntary or other surrender of this Lease by Tenant or a mutual cancellation of the Lease or a termination by Landlord will not work a merger and will, at the option of Landlord, terminate all of any existing sub-tenancies or may, at the option of Landlord, operate as an assignment to Landlord of any sub-tenancies.

28. ASSIGNMENT AND SUBLETTING

a) Prohibition. Tenant may not assign or sublet, whether voluntarily or involuntarily or by operation of law, the Premises or any part of the Premises, without prior written consent of the Landlord which may be withheld with or without cause.

b) Any such assignment or subletting without consent shall be void and, at the option of the Landlord, may terminate this Lease.

c) Tenant shall indemnify and hold Landlord harmless from or against all claims, demands and obligations asserted by or from any party claiming an assignment or sublease from the Tenant.

29. ENTRY

Landlord reserves the right to enter the Premises upon reasonable notice to Tenant (except in case of an emergency, in which case no notice is required) to inspect the Premises or the performance by Tenant of the terms and conditions of this Lease, and, during the last six (6) months of the Term, show the Premises to prospective Tenants.

30. LATE CHARGES AND INTEREST

The late payment of any Rent as defined herein will cause Landlord to incur additional costs, including administration and collection costs, processing and accounting expenses, and potentially increased debt service. If Landlord has not received any installment of rent within thirty (30) days after that amount is due, Tenant must pay one and one-half percent (1.5%) of the delinquent amount, which is agreed to represent a reasonable estimate of the cost incurred by Landlord. In addition, all delinquent amounts will bear interest from the date the amount was due until paid in full at a rate per annum of the highest rate allowed in the State of Arizona for unsecured debt, or if no such rate is specified, the rate shall be eighteen percent (18%).

31. ENTIRE AGREEMENT

This Agreement, including all incorporated documents, components, attachments, addenda, exhibits, and plans, constitutes the entire agreement between the parties pertaining to the leased Premises. All prior and contemporaneous agreements, representations and understandings of the parties, oral or written, are superseded by this agreement. No supplement, modification or amendment of this Lease shall be binding unless in writing and executed by both the Landlord and Tenant.

32. TIME OF ESSENCE

Time is of the essence for the performance of all conditions and obligations under this Lease.

33. ATTORNEY FEES/COSTS OF BREACH

The parties agree in the event of a breach of this Lease, the breaching party will pay the other party's reasonable expenses, including, but not limited to, expert witness fees, and reasonable attorney fees incurred because of the breach, whether a lawsuit is instituted or not.

34. GOVERNING LAW

This Lease, and the rights, duties, and obligations of the parties hereto shall be governed by and construed in accordance with the laws of the State of Arizona and any controversy, dispute or litigation shall be brought or commenced only in a court of competent jurisdiction in Pinal County, Arizona (or in the United States District Court for the District of Arizona if, but only if, the appropriate court in Pinal County lacks or declines jurisdiction over such action). The parties irrevocably consent to jurisdiction and venue in such courts for such purposes and agree not to seek transfer or removal of any action commenced in accordance with the terms of this paragraph.

35. NO THIRD-PARTY BENEFICIARIES

Nothing in this Lease is intended to create any third-party benefit.

36. NO RECORDATION

Tenant shall not record this Lease, any memorandum of this Lease, nor any other document which will or may create a cloud on title to any portion of the property of which the leased Premises are a part. Such recordation or an attempt at recordation shall constitute a breach of this Lease.

37. NO AGENCY, PARTNERSHIP, OR JOINT VENTURE

Nothing contained in this Lease will be deemed or construed by the parties, or by any third party, as creating the relationship of principal and agent, partnership, or joint venture by the parties. It is understood and agreed that no provision contained in this Lease or any acts of the parties will be deemed to create any relationship other than the relationship of Landlord and Tenant.

38. NO WAIVER

No waiver of any default or breach under this Lease will be implied from any omission to take action on account of this Lease, regardless of any custom and practice or course of dealing. No waiver will affect any default other than the default specified in the waiver, and then the waiver will be operative only for the time and to the extent stated in the Lease. Waivers of any covenant will not be construed as a waiver of any subsequent breach of the same covenant. No waiver by either party of any provision under this Lease will be effective unless in writing and signed by that party.

39. NOTICES

All notices required or permitted to be given hereunder shall be in writing and shall become effective upon personal service or seventy-two (72) hours after being deposited in the United States mail, certified or registered mail, postage prepaid, addressed as shown below or to such other address as the parties have designed and acknowledged in writing:

Pinal Workforce Development Board
c/o Pinal County
Attn: Adeline Allen, Housing Director
970 N. Eleven Mile Corner Road
Casa Grande, AZ 85194

Central Arizona College
Attn: Chris Wodka
8470 N. Overfield Rd.

with a copy to:

Central Arizona College
Attn: Janet Mannato
8470 N. Overfield Rd.
Coolidge, AZ 85128

40. AUTHORIZATION

Each individual executing this Lease on behalf of Landlord and Tenant represents and warrants that she or he is duly authorized to execute and deliver this Lease on behalf of Landlord and Tenant and that the execution is binding upon Landlord and Tenant.

41. CONSTRUCTION

Captions and paragraph headings used in this Lease are for convenience only, are not a part of this agreement, shall not be deemed to limit or alter any provisions of this agreement, and shall not be deemed relevant in construing the agreement. When used herein, the terms "include" or "including" shall mean without limitation by reason of the enumeration. All grammatical usage herein shall be deemed to refer to the masculine, feminine, neuter, singular, or plural as the identity of the person or persons may require. The term "person" shall include an individual, corporation, partnership, trust, estate, or any other entity. If the last day of any time period stated herein shall fall on a Saturday, Sunday, or legal holiday in the State of Arizona, then the duration of such time period shall be extended so that it shall end on the next succeeding day which is not a Saturday, Sunday, or legal holiday in the State of Arizona.

42. ADDITIONAL ACTS AND DOCUMENTS

Each party to this agreement agrees to do all things, take all actions and to make, execute and deliver such other documents and instruments as shall be reasonably required to carry out the provisions, intent and purpose of this agreement.

43. JOINT PREPARTION OF AGREEMENT

This Lease Agreement is the result of arms-length negotiations between parties of roughly equivalent bargaining power and expresses the complete, actual, and intended agreement of the parties. This agreement shall not be construed for or against either party as a result of its participation, or the participation of its counsel, in the preparation and/or drafting of this Lease or any exhibits hereto.

44. CANCELLATION FOR CONFLICT OF INTEREST

This Lease Agreement is subject to the cancellation provisions of A.R.S. Section 38-511.

We, the undersigned, have executed this document on the dates below written and hereby swear and affirm that we are duly authorized in accordance with law to execute this document.

LANDLORD:	**TENANT:**
Central Arizona College	**Pinal County**
Signature of Authorized Individual	Signature of Authorized Individual
Typed Name Chris Wodka	Typed Name Cheryl Chase
Title Vice President, Finance & Administrative Services	Title Chairwoman, Pinal County Board of Supervisors
Date June 24, 2015	Date 6/24/15

APPROVED AS TO FORM:

By: _____
Janet Mannato, Legal Counsel
Central Arizona College

Date: 6/30/15

By: _____
Kevin Costello
Deputy Attorney Principal

Date: 6/18/15

Appendix N

INTERGOVERNMENTAL AGREEMENT (IGA)
Between
PINAL COUNTY AND CENTRAL ARIZONA GOVERNMENTS

Intergovernmental Agreement between Pinal County and Central Arizona Governments ("Contractor").

WHEREAS the Contractor shall provide employment and training services under the Workforce Innovation and Opportunity Act of 2014 to eligible Adults, Dislocated Workers and Rapid Response in the amount of $ 1,300,000.00 for Program Year 2015 from July 1, 2015 through June 30, 2016; and

WHEREAS these services shall be provided in accordance with federal and state regulations and the most current local plan; and

WHEREAS Pinal County and the Contractor are authorized by A.R.S. § 11-952 et seq. to enter into agreements for joint or cooperative action to contract for the services specified in this contract; and

WHEREAS, Pinal County and Contractor agree to abide by all the terms and conditions set forth in this Contract;

WHEREAS, the Pinal County Board of Supervisors is acting as the Administrative Agent for the Pinal Workforce Development Board;

NOW THEREFORE, in consideration of the mutual undertakings herein contained, the Parties agree as follows:

BY SIGNING THIS FORM ON BEHALF OF THE CONTRACTOR, THE SIGNATORY CERTIFIES HE/SHE HAS THE AUTHORITY TO BIND THE CONTRACTOR TO THIS INTERGOVERNMENTAL AGREEMENT (IGA).

PINAL COUNTY	**CENTRAL ARIZONA GOVERNMENTS**
Signature	Signature
Greg Stanley Printed Name	Printed Name Kenneth Hall
County Manager Title	Title Executive Director
Date 6/24/15	Date 06/11/15
Pinal County Contract Number	Contract Number

IN ACCORDANCE WITH A.R.S. § 11-952, THIS IGA HAS BEEN REVIEWED BY THE UNDERSIGNED WHO HAVE DETERMINED THAT THIS IGA IS IN APPROPRIATE FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO EACH RESPECTIVE PUBLIC BODY.

PINAL COUNTY ATTORNEY

By: _____ *Pinal County Attorney*

By: _____ *Central Arizona Government's Legal Counsel*

Pinal County Attorney *Central Arizona Government's Legal Counsel*

Date: 6/24/15 Date: _____

1.0 PINAL WORKFORCE DEVELOPMENT BOARD MISSION STATEMENT

"The Pinal Workforce Development Board's (PWDB's) mission is to act as a catalyst for change by identifying and utilizing community resources and broad-based partnerships to improve the vitality of the economy through the quality of the workforce; and to strengthen the business community in Pinal County through partnerships, education, and employment opportunities to help drive economic development."

2.0 PARTIES

2.1 This Intergovernmental Agreement (IGA or Agreement) is between Pinal County and Central Arizona Governments called the "Contractor".

3.0 TERM OF AGREEMENT

3.1 **TERM**

The term of this agreement shall have an effective date of JULY 1, 2015 and end on JUNE 30, 2016, unless otherwise agreed upon by both parties in writing.

3.2 **EXTENSION**

This Agreement may be extended through a written amendment by mutual agreement of the parties.

3.3 **TERMINATION**

3.3.1 This Agreement may be terminated by mutual agreement of the parties at any time during the term of this Agreement.

3.3.2 Each party shall have the right to terminate this Agreement by hand-delivering to the other party written notice of termination at least thirty (30) days prior to the effective date of said termination.

3.3.2.1 It is mutually agreed however that, prior to the termination of this Agreement, reasonable efforts shall be made to discuss options for preserving this Agreement, including amendments if necessary. PINAL COUNTY reserves the right to terminate the IGA in whole or in part at any time, when in the best interests of PINAL COUNTY without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to PINAL COUNTY. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the IGA shall become the property of and be delivered to PINAL COUNTY upon demand. The Contractor shall be entitled to receive just and, equitable compensation for work in progress, work completed, and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

4.0 AMENDMENTS OR MODIFICATIONS

4.1 This Agreement may be amended or modified at any time by mutual agreement. No agent, employee or other representative of either party is empowered to alter any of the terms of the Agreement, unless done in writing and signed by the authorized representative of the respective parties.

4.2 Either party shall give written notice to the other party of any non-material alteration that affects the provisions of this Agreement. Non-material alterations that do not require a written amendment are as follows:

1. Change of telephone number;
2. Change in authorized signatory; and
3. Change in the name and/or address of the person to whom notices are to be sent.

5.0 PURPOSE OF AGREEMENT

5.1 The purpose of this Agreement is to provide Workforce Innovation and Opportunity Act (WIOA) Title 1B services to eligible Adults, and Dislocated Workers throughout the designated Local Workforce Development Area (LWDA). These services will be provided in accordance with Federal and State regulations and the most current local area plan.

6.0 MANNER OF FINANCING
6.1 WIOA Title 1B CFDA # 17.258 (Adult) and CFDA #17.278 (Dislocated Worker) 6.2 **Period of Availability for Expenditure of WIOA Funds**
6.2.1 The Contractor agrees that Pursuant to Notice of Proposed Rule Making (NPRM) 683.110, funds allocated by a State to a local area under subpart- A sections 127(b) and 132(b), for any Program year are available for expenditure only during that program year and the succeeding program year. Funds that are not expended by a local area in the two-year period described in paragraph (b) (1) of section 128 (b) and 133(b) of the Workforce Innovation and Opportunity Act shall be returned to PINAL COUNTY. Funds so returned are available for expenditure by State, PINAL COUNTY and local recipients and sub recipients only during the third program year of availability. These funds may be used for statewide projects, or distributed to other local areas, which had fully expended their allocation of funds for the same program year within the two- year period.
6.2.2 See Attachment B – Allocation by Program & Fiscal Year for the period of availability by Program & Fiscal Year for funds allocated under this IGA.
6.2.3 All final expenditure reports and cash draw requests for the Local Area Formula Funds shall be submitted per Attachment B. No extensions shall be granted to the requirement to submit the final expenditure and cash draw requests.
6.2.4 The maximum Contract reimbursement established in paragraph 6.2.2 above shall not exceed the current obligation authority of the Contractor.
6.3 **Rescission of Funds**
If the Federal Funding Source informs the State that it is rescinding funding from the State and where PINAL COUNTY must in turn rescind from a Contractor(s) who may hold one or more Contracts for services funded under the specified Federal Funding Source, PINAL COUNTY may take action in the following sequence
6.3.1 Rescind the required amount of funds from unexpended funds from the designated previous period(s) of time.
6.3.2 Rescind the required amount of funds from unexpended funds from the designated current period(s) of time.
6.3.3 Decrease the required amount of funds from funds from a designated future period(s) of time.

7.0 SERVICE DESCRIPTION
7.1 Program eligibility will be conducted on each applicant prior to the provision of services. Eligibility will include determination of family size, family income for the previous six-month period, educational status, and identification of any barriers or issues that impact attaining and/or retaining employment. Services shall comply with the Workforce Innovation and Opportunity Act as amended and applicable federal and state regulations.

8.0 Services:
8.1 Adult and Dislocated Workers
8.1.1 Provided to adults and dislocated workers, as appropriate to meet the individual's needs, may include Career Services and/or Training Services
8.2 **Rapid Response Activities:**
8.2.1 Provide to Dislocated Workers upon notification of a pending layoff or plant closure to inform them of available WIOA Title 1B services and other services available in the community to assist them in transitioning from the layoff employer to other employment or training opportunities.
8.3 **The expenditures for all programs** will comply with 2 CFR 200; Public Law, 113-128 of the 113th Congress described as the Workforce Innovation and Opportunity Act and Federal and State regulations and guidelines under the WIOA Title, 1-B Federal grant.

9.0 RESPONSIBILITIES
9.1 **PINAL COUNTY and the Contractor agree as follows**:
9.2 **The Contractor shall**:
9.2.1 Provide Workforce Innovation and Opportunity Act (WIOA) Title 1B services to eligible Adults and Dislocated Workers throughout the designated Local Workforce Development Area (LWDA). These services will be provided in accordance with Federal and State regulations and the most current local area plan.

9.2.2 Meet all negotiated performance levels for all performance measures contained in the Contractor's Local Area Plan. Failure to meet any of the performance measures contained in the Local Area Plan may result in PINAL COUNTY issuing a Demand for Assurance which may require a written corrective action plan from the Contractor.
9.2.3 Complete the requirements stated in the Demand for Assurance, including the corrective action plan, by the timeframe prescribed by PINAL COUNTY, failure to complete shall result in the immediate suspension of the Contractor's authority to receive payment under this IGA. Such authority shall not be reinstated until the Contractor submits, and PINAL COUNTY approves, a revised corrective action plan or submits documentation to show that the issues identified in the Demand for Assurance have been addressed.
9.2.4 Comply with the approved Demand for Assurance response. If not in compliance, PINAL COUNTY will proceed with remedies outlined in Section 24.0 up to and including sanctions.
9.2.5 Be held responsible for meeting performance measures. If the Contractor fails the same performance measure in two consecutive years, PINAL COUNTY may impose sanctions up to and including withholding WIOA Title I B funding as outlined in Section 24.0
9.2.6 Send a written notice to the contact in Section 15.2, **if it wishes to transfer funds between Adult and Dislocated Workers funds**, detailing the amount, up to 100%, of funds which will be transferred and from which funding source the transfer will occur.
9.3 **CONFIDENTIALITY:**
9.3.1 The Contractor shall observe and abide by all applicable State and Federal Statutes, rules and regulations regarding the use or disclosure of information including, but not limited to, information concerning applicants for and recipients of IGA services. To the extent permitted by law, the Contractor shall release information to PINAL COUNTY, their attorneys, ARIZONA DEPARTMENT OF ECONOMIC SECURITY (ADES) and the Attorney General's Office as required by the terms of this IGA, by law or upon their request.
9.3.2 Arizona Address Confidentiality Program: The Contractor shall comply with the requirements of Arizona Address Confidentiality Program, A.R.S. § 41-161 et seq. PINAL COUNTY and/or the Arizona Department of Economic Security will advise the Contractor as to applicable policies and procedures PINAL COUNTY and Arizona Department of Economic Security has adopted for such compliance.

10.0 FINGERPRINTING
10.1 Contractor shall comply with, and shall ensure that all of Contractor's employees, independent contractors, subcontractors, volunteers and other agents comply with, all applicable (current and future) legal requirements relating to fingerprinting, fingerprint clearance cards, certifications regarding pending or past criminal matters, and criminal records checks that relate to contract performance.
10.2 Applicable legal requirements relating to fingerprinting, certification, and criminal background checks may include, but are not limited, to the following: A.R.S. §§ 36-594.01, 36-3008, 41-1964, and 46-141. All applicable legal requirements relating to fingerprinting, fingerprint clearance cards, certifications regarding pending or past criminal matters, and criminal records checks are hereby incorporated in their entirety as provisions of this contract. The Contractor is responsible for knowing which legal requirements relating to fingerprinting, fingerprint clearance cards, certifications regarding pending or past criminal matters, and criminal records checks relate to IGA performance.
10.3 To the extent A.R.S. § 46-141 is applicable to IGA performance or the services provided under this IGA, the following provisions apply:
10.3.1 Personnel who are employed by the Contractor, whether paid or not, and who are required or allowed to provide services directly to juveniles or vulnerable adults shall have a valid fingerprint clearance card or shall apply for a fingerprint clearance card within seven working days of employment.
10.3.2 Except as provided in A.R.S. § 46-141, this IGA may be cancelled or terminated immediately if a person employed by the Contractor and who has contact with juveniles certifies pursuant to the provisions of A.R.S. § 46-141 (as may be amended) that the person is awaiting trial or has been convicted of any of the offenses listed therein in this State, or of acts committed in another state that would be offenses in this State, or if the person does not possess or is denied issuance of a valid fingerprint clearance card.
10.3.3 The Contractor and subcontractor staff who are required or allowed to provide services directly to juveniles or vulnerable adults shall possess a fingerprint clearance card that meets Level One requirements as described in A.R.S. § 41-1758.07, or, if waiting receipt of their clearance card, shall provide services under direct visual supervision and oversight of an employee who possess a Level One Fingerprint Clearance Card until they are issued a valid fingerprint clearance card that meets the Level

One requirements. Contractor and subcontractor staff includes current employees whether paid or not who transfer into a direct service position, volunteers, and new employees whether paid or not.

11.0 BACKGROUND CHECKS FOR EMPLOYMENT THROUGH THE CENTRAL REGISTRY. If providing direct services to children or vulnerable adults, the following shall apply:
11.1 The provisions of A.R.S. § 8-804 (as may be amended) are hereby incorporated in its entirety as provisions of this IGA.
11.2 The ADES and/or PINAL COUNTY will conduct Central Registry Background Checks and will use the information contained in the Central Registry as a factor to determine qualifications for positions that provide direct service to children or vulnerable adults for:
1. Any person who applies for a contract with this State and that person's employees;
2. All employees of a contractor;
3. A subcontractor of a contractor and the subcontractor's employees; and
4. Prospective employees of the contractor or subcontractor at the request of the prospective employer.
11.3 Volunteers who provide direct services to children or vulnerable adults shall have a Central Registry Background Check which is to be used as a factor to determine qualifications for volunteer positions.
11.4 1. A person who is disqualified because of a Central Registry Background Check may apply to the Board of Fingerprinting for a Central Registry exception pursuant to A.R.S. § 41-619.57. A person who is granted a Central Registry exception pursuant to A.R.S. § 41-619.57 is not entitled to a contract, employment, licensure, certification or other benefit because the person has been granted a Central Registry exception.
1. Before being employed or volunteering in a position that provides direct services to children or vulnerable adults, persons shall certify on forms that are provided by the ADES whether an allegation of abuse or neglect was made against them and was substantiated. The completed forms are to be maintained as confidential.
11.5 A person awaiting receipt of the Central Registry Background Check may provide direct services to PINAL COUNTY clients after completion and submittal of the Direct Service Position certification if:
1. The person is not currently the subject of an investigation of child abuse or neglect in Arizona or another state or jurisdiction; and
2. The person has not been the subject of an investigation of child abuse or neglect in Arizona, or another state or jurisdiction, which resulted in a substantiated finding.
The Certification for Direct Service Position is located at:
https://www.azdes.gov/InternetFiles/InternetProgrammaticForms/doc/ACY-1287AFORFF.doc
11.6 If the Central Registry Background Check specifies any disqualifying act and the person does not have a Central Registry exception, the person shall be prohibited from providing direct services to PINAL COUNTY clients.
11.7 The Contractor shall maintain the Central Registry Background Check results and any related forms or documents in a confidential file for five (5) years after termination of the IGA. The Request for Search of Central Registry for Background Check is located at:
www.azdes.gov/InternetFiles/Administrative%20Forms/doc/DES-1076AFORFFS.doc - 2013-04-02

12.0 Monitoring
PINAL COUNTY and ADES will monitor the Contractor and /or subcontractor(s) who shall cooperate in the monitoring of services delivered; facilities; records maintained and fiscal practice. The Contractor must conduct regular oversight and monitoring of its WIOA activities and those of its sub-recipients in accordance with Notice of Proposed Rule Making 683.410 and in accordance with the uniform administrative requirements at 29 CFR parts 95 and 97.

13.0 REPORTING REQUIREMENTS
13.1 Per Attachment B, the Contractor shall submit to PINAL COUNTY a final financial closeout packet.
13.2 Unless otherwise provided in this IGA, reporting shall adhere to the following schedule: No later than the 15th day following each month in which services were provided during the contract term, the Contractor shall submit financial reports to PINAL COUNTY in the form set forth within the IGA.13.3 Submit ETA 9130 Quarterly Report within FIFTEEN (15) days after the end of the quarter.

13.4 Failure to submit accurate and complete reports by the 15th day following the end of a month may result, at the option of PINAL COUNTY, in retention of payment. Failure to provide such report within 15 days following the end of a month may result, at the option of PINAL COUNTY, in a forfeiture of such payment. The "ONLY" acceptable form to report all programs accrued expenditures is the "Contractor Accrued Expenditure and Cash Reimbursement Report." 13.5 **The Contractor shall provide to PINAL COUNTY the following reports:** 13.5.1 Contractor Monthly Expenditure and Cash Draw Reports and Detailed Expenditure Breakdown (Official Excel document is available from contact information located in Section 15.2)

13.5.2 ETA 9130 Quarter Reports

13.6 Reports shall be sent to:

Pinal County Housing Department
970 North Eleven Mile Corner Road
Casa Grande, AZ 85194

14.0 PAYMENT REQUIREMENTS
14.1 Contractor Monthly Expenditure and Cash Draw Reports shall be submitted by the 15th day of the month following the month services were provided.
14.2 Contractor Monthly Expenditure and Cash Draw Reports shall be submitted to

Pinal County Housing Department
970 North Eleven Mile Corner Road
Casa Grande, AZ 85194

15.0 NOTICES
15.1 All notices to the Contractor regarding this Agreement shall be sent to the following address:

Central Arizona Governments
1075 S. Idaho Road, Suite 300
Apache Junction, AZ 85119

15.2 All notices to PINAL COUNTY regarding this Agreement shall be sent to the following address:

Pinal County Housing Department
970 North Eleven Mile Corner Road
Casa Grande, AZ 85194

16.0 DISPOSITION OF PROPERTY

16.1 Transfer/Surplus of Equipment with a Property Value under $5,000 Items of equipment with a current per unit fair market value of $5,000 or less may be retained, sold or otherwise disposed of with no further obligation to the Federal awarding agency. If property is deemed worthless, documentation must be provided to establish this fact. Property may not be donated to another agency unless it is worthless. An appraiser may establish value. The Equipment Transfer/Surplus Request (J-320) disposition record must be kept for any transaction in accordance with EA/WIOA Section record retention requirements and WIOA Inventory Equipment Database or other internal inventory system annotated accordingly. The Contractor and/or service provider may sell the property and retain the proceeds for use in WIOA programs or divided in accordance with terms of local agency cost sharing agreement.
16.2 **Calculation of "Fair Market Value"**
The selling price of an item that is sold through auction, advertisement, or a dealer is the fair market value of the item regardless of any prior estimates. An item that is not sold but retained by the Contractor and/or service provider has a fair market value based on similar items that are offered for sale, using the selling price if known.

16.3 **Property Records Retention** All property records must be maintained from date of acquisition, through final disposition. The Contractor and/or service providers must also retain these records for a period of five (5) years from the date of their last expenditure report. If any litigation, claim, negotiation or audit is started before the expiration of the five (5) period, all records must be retained until all findings have been resolved and final action taken or until the end of the regular five (5) period, whichever is later.

16.4 **Inventory Records**

The Contractor and/or service providers must maintain accurate inventory records of expendable leased/purchased (value $2,000.00 to $4,999.99), and non-expendable leased/ purchased equipment $5,000 or more with WIOA funds. Property records must include:

a) Asset Number
b) Item Description
c) Manufacturer
d) Serial Number
e) Acquisition Date
f) Physical Location
g) Total Item Cost.

The Contractor and service providers are required to submit an inventory report for all property leased/purchased with WIOA funds costing more than $2,000.00 to the PINAL COUNTY EA/WIOA Section, Fiscal Manager by JULY 15 of each year.

16.5 **Prior Approval Equipment with a Property Value $5,000 or more**

Before allocating WIOA funds for any non-expendable tangible property purchase (including software purchases) with a per unit cost of $5,000 or more, or total purchase cost exceeds $10,000, the Contractor and/or service provider must complete a "WIOA Pre-Approval of Equipment & Vehicles Over $5,000 Questionnaire" form that must be signed by the Contractor Director or Designee.

a) The signed form must be forwarded to the WIOA Section Finance Manager for review, approval or disapproval action.

b) When an approval decision is rendered, the WIOA Section Finance Manager will return the signed questionnaire to the Contractor Director or Designee. Upon receipt of the signed and approved questionnaire, the Contractor can proceed to purchase the equipment or property.

c) When a decline decision is rendered, the PINAL COUNTY WIOA Section Finance Manager will specify the reason for disapproval and return the signed questionnaire to the LWIOA Director. The LWIOA may appeal this decision to the PINAL COUNTY WIOA Section Finance Manager.

17.0 PERSONAL USE OF CONTRACTS PROHIBITED

This IGA shall only be made available to PINAL COUNTY, its agencies and members of its purchasing cooperative. Private individuals, government employees and public officials shall not purchase materials or services for their own personal or business use from contracts entered into by the state unless authorized in writing by PINAL COUNTY or the ADES director. The determination shall state how the purchase will further the interests of the state.

18.0 THIRD-PARTY ANTITRUST VIOLATIONS

The Contractor assigns to PINAL COUNTY any claim for overcharges resulting from antitrust violations, to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this IGA.

19.0 APPLICABLE LAW

19.1 This IGA shall be governed and interpreted by the laws of the State of Arizona. The materials and services supplied under this IGA shall comply with all applicable Federal, State and local laws, and the Contractor shall maintain all applicable licenses and permit requirements.

20.0 ARBITRATION

20.1 The parties to this IGA agree to resolve all disputes arising out of or relating to this IGA through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S.§12-1518 except as may be required by other applicable statutes.

21.0 COPYRIGHTS AND OWNERSHIP OF INTELLECTUAL PROPERTY
Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this IGA and any related subcontract ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this IGA shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify PINAL COUNTY, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative action that might have the effect of vesting all or part of the Intellectual Property in any entity other than the ADES. The Contractor or its subcontractors are not to dispose or distribute any Intellectual Property without the express written authorization of the ADES, division, board or commission of the State of Arizona requesting the issuance of this contract shall not disclose the Intellectual Property.

22.0 AUDIT
22.1 In accordance with A.R.S. §35-214, the Contractor shall retain and shall contractually require each subcontractor to retain all data, books and other records ("records") relating to this Agreement for a period of five (5) years after the completion of the Agreement. All records shall be subject to inspection and audit by PINAL COUNTY and/or the State at reasonable times. Upon request, Contractor shall produce the original of any or all such records.

23.0 CERTIFICATION REGARDING LOBBYING
The Contractor certifies, to the best of its knowledge and belief, that:
23.1 No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency. This applies to 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. Including 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.
23.2 If any funds other than Federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
23.3 The Contractor shall require that the language of this certification be included in the award documents for all sub- awards at all tiers (including subcontracts, sub-grants, and contract under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.
23.4 This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000.00 and not more than $100,000.00 for each such failure.

24.0 SANCTIONS AND CORRECTIVE ACTIONS
24.1 PINAL COUNTY may issue Demand for Assurance notices to the Contractor for failure to comply with any of the conditions, requirements or clauses contained in this Agreement. This Demand for Assurance shall include the citation from the Agreement that PINAL COUNTY requires the Contractor to remedy, the required time frame for a response from the Contractor, what required documents shall be sent with the response and to whom the response shall be sent. Failure to comply with the requirements set forth in the Demand for Assurance, and any corrective action agreed to by PINAL COUNTY, may result in the actions outlined in Section 26.2.1 and 26.2.2
24.2 Pursuant to NPRM 683.70, PINAL COUNTY may impose sanctions and corrective actions on recipients and sub recipients of WIOA grant funds as follows:

1. Except for actions under WIOA section 188(a), PINAL COUNTY uses the initial and final determination procedures outlined in NPRM 683.44 to impose a sanction or corrective action. To

impose a sanction or corrective action for a violation of WIOA section 188(a) PINAL COUNTY will use the procedures set forth in the regulatory part.

2. PINAL COUNTY may impose sanctions or corrective action for noncompliance with the uniform administrative requirements set forth under section 184(b) (1) and §NPRM 683.700Sanctions or corrective action will be applied for substantial violations of WIOA statutory and regulatory requirements, if the Governor fails to promptly take the actions specified in WIOA sections 184(b) (1), the Grant Officer may impose such actions directly against the local area. The Grant Officer may also impose a sanction directly against a sub recipient, as authorized in section 184(d) (3) of the Act.

24.3 Pursuant to NPRM 683, PINAL COUNTY or ADES may impose fiscal sanctions if a local area fails the same performance measure(s) in two or more consecutive years. The sanction shall be applied to the area of funding (i.e. Adult, Youth, Dislocated Worker or Rapid Response) in which the failed performance measure(s) applies. Sanctions shall follow the Sanction Schedule (Attachment A) and shall be applied after final performance is reported in October of each contract year.

Sanctions collected shall be held by the ADES and the IGA may receive the sanctioned funds if the performance for the failed measure(s) is rectified and the local area passes the performance measure in the next reporting cycle (i.e. October of the following year). If the local area does not rectify performance in the next reporting cycle, the funds shall revert to the ADES.

25.0 CLEAN AIR ACT & CLEAN WATER ACT

As the Contractor you must be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air 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).

26.0 ENERGY POLICY AND CONSERVATION ACT

As the Contractor, you must adhere to the standards and policies relating to energy efficiency; which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat.871).

27.0 COPELAND "ANTI-KICKBACK" ACT

As the Contractor to this Agreement, you are expected to comply with the Copeland "Anti-Kickback" Act (18 U.S.C. § 874) as supplemented in the Department of Labor regulations (29 CFR part 3). In as such this regulation applies to all contracts and sub grants for construction or repair.

28.0 DAVIS-BACON ACT

As the Contractor to this Agreement, you must comply with the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5) when required by Federal grant program legislation.

29.0 DEBT COLLECTION AND AUDIT RESOLUTION

As the Contractor to this Agreement, you must comply with P.L. 105-220 Sections 128, 133, and 184; 20 CFR Part 652, Subpart D,E and G; 20 CFR Part 667 Subparts D – H; 29 CFR Parts 95, 96, 97, and 99; OMB Circular A-21. As the Contractor to this Agreement, you must comply 2 CFR 200 and all subparts. As the Contractor to this Agreement, you are required to adhere to Federal Acquisition Regulation 97-03 Part 31; ADES Policies 1-47-01 and 1-47-08.

29.1 Among the required controls specified in NPRM 683.750 is the process for collecting debts. NPRM 683.410states it is the responsibility of the Contractor, sub-grantee, sub-recipient and/or service provider to conduct regular oversight and monitoring of its WIOA activities to determine whether expenditures made against the cost categories and within the cost limitations specified in WIOA laws and regulations. NPRM 683.710:

(a) The Contractor is responsible for all funds under its grant(s):

(b) The political jurisdiction(s) of the chief elected official(s) in a Local Workforce Development Area is liable for any misuse of the WIOA grant funds allocated to the local area under WIOA sections 128 and 133, unless the chief elected official(s) reaches an agreement with the Governor to bear such liability. The Department of Economic Security (ADES) holds all direct recipients (Contractors) liable for all expenditures of funds.

30.0 RIGHT TO ASSURANCE
If PINAL COUNTY in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of "Days" specified in the demand may, at PINAL COUNTY option be the basis for terminating the IGA under the rights and remedies available by law or provided by this IGA.

31.0 REVIEW
This Agreement shall be reviewed at any time at the written request of either party.

32.0 CONFLICT OF INTEREST
32.1 This IGA is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated herein by reference. In addition, Contractor agrees to comply with all applicable conflict of interest provisions contained in federal and state laws and regulations, including but not limited to those governing nepotism.
32.2 In accordance with R2-7-404:
32.2.1 No person preparing or assisting in the preparation of specifications, plans or scopes of work shall receive any direct benefit from the utilization of those specifications, plans or scopes of work.

33.0 DATA SHARING AGREEMENT
33.1 When determined by PINAL COUNTY that sharing of confidential data will occur with the Contractor, the Contractor shall complete the ADES Data Sharing Request Agreement and submit the completed Agreement to the PINAL COUNTY Program Designated Staff prior to any work commencing or data shared. A separate Data Sharing Request Agreement shall be required between the Contractor and each PINAL COUNTY or ADES Program sharing confidential data.

34.0 E-VERIFY
34.1 In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with A.R.S. § 23-214, Subsection A.

35.0 FEDERAL IMMIGRATION AND NATIONALITY ACT
35.1 By entering into the Agreement, the Contractor warrants compliance with the Federal Immigration and Nationality Act. (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Agreement. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-0) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Agreement. I-9 forms are available for download at USCIS.GOV.
35.2 PINAL COUNTY may request verification of compliance for any Contractor or subcontractor performing work under the Agreement. If PINALCOUNTY suspect or find that the Contractor or any of its subcontractors are not in compliance, PINAL COUNTY may pursue any and all remedies allowed by law, including, but not limited to suspension of work, termination of the Agreement for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

36.0 INDEMNIFICATION
36.1 **Indemnification for Contractor**:
36.1.1 Each Party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.
36.2 **Indemnification for Subcontractor**

36.2.1 In addition, Contractor shall cause its contractor(s) and subcontractors, if any, to indemnify, defend, save and hold harmless PINAL COUNTY, the State of Arizona, any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and their respective directors, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

37.0 INSURANCE REQUIREMENTS

37.1 INSURANCE REQUIREMENTS FOR GOVERNMENTAL PARTIES TO AN IGA:

37.1.1 None.

37.2 **INSURANCE REQUIREMENTS FOR ANY CONTRACTORS USED BY A PARTY TO THE INTERGOVERNMENTAL AGREEMENT:**

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

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

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

- General Aggregate $2,000,000
- Products – Completed Operations Aggregate $1,000,000
- Personal and Advertising Injury $1,000,000
- Blanket Contractual Liability – Written and Oral $1,000,000
- Fire Legal Liability $ 50,000
- Each Occurrence $1,000,000

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

b. The policy shall be endorsed to include the following additional insured language: **"PINAL COUNTY, the PINAL COUNTY HOUSING DEPARTMENT, the State of Arizona and the Department of Economic Security shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor".**

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

3. **Automobile Liability**

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

Combined Single Limit (CSL) $1,000,000

a. The policy shall be endorsed to include the following additional insured language: **"PINAL COUNTY, the PINAL COUNTY HOUSING DEPARTMENT, the State of Arizona and the Department of Economic Security shall be named as additional insureds 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".**

b. Policy shall contain a waiver of subrogation against PINAL COUNTY, the State of Arizona, it's departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor

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

- Workers' Compensation Statutory
- Employers' Liability
- Each Accident $ 500,000
- Disease – Each Employee $ 500,000

Disease – Policy Limit $1,000,000

a. Policy shall contain a waiver of subrogation against PINAL COUNTY, the PINAL COUNTY HOUSING DEPARTMENT, the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
b. 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.
5. **Additional Insurance Requirements:** The policies shall contain, or be endorsed to contain, the following provisions:
1. PINAL COUNTY, PINAL COUNTY HOUSING DEPARTMENT, the State of Arizona and the Department of Economic Security, wherever additional insured status is required such additional insured 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 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.
6. **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 PINAL COUNTY **970 North Eleven Mile Corner Road, Casa Grande, AZ 85194, and the Department of Economic Security, Office of Procurement, 1789 W. Jefferson St. Site Code 805Z, Phoenix, AZ 85007** and shall be sent by certified mail, return receipt requested.
7. **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. PINAL COUNTY and 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.
8. **Verification of Coverage:** Contractor shall furnish PINAL COUNTY and the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Agreement. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
All certificates and endorsements are to be received and approved by PINAL COUNTY and the State of Arizona before work commences. Each insurance policy required by this Agreement must be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Agreement, or to provide evidence of renewal, is a material breach of Agreement.
All certificates required by this Agreement shall be sent directly to **PINAL COUNTY, 970 North Eleven Mile Corner Road, Casa Grande, AZ 85194,** and the **Department of Economic Security, Office of Procurement, 1789 W. Jefferson St. Site Code 805Z, Phoenix, AZ 85007 unless the Reporting Requirements specifies otherwise**. PINAL COUNTY and the State of Arizona **contract number and contract description shall be noted or referenced on the certificate of insurance**. PINAL COUNTY and the State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Agreement at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**
9. **Subcontractors:** Contractors' certificate(s) shall include all subcontractors as insureds under its policies **or** Contractor shall furnish to PINAL COUNTY and the State of Arizona separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to the minimum requirements identified above.
10. **Approval:** Any modification or variation from the insurance requirements in this Agreement shall be made by the Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal amendment to the Agreement, but may be made by administrative action.
11. **Exceptions:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the

contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

38.0 IT 508 COMPLIANCE
38.1 Unless specifically authorized in the Agreement, any electronic or information technology offered to PINAL COUNTY and/or the State of Arizona under this Agreement shall comply with A.R.S. § 41-3531 and § 3532 and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.

39.0 NON-AVAILABILITY OF FUNDS
39.1 In accordance with ARS § 35-154, every payment obligation of PINAL COUNTY under the Agreement is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by PINAL COUNTY at the end of the period for which funds are available. No liability shall accrue to PINAL COUNTY in the event his provision is exercised, and PINAL COUNTY shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

40.0 NON-DISCRIMINATION
40.1 The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

41.0 OFFSHORE PERFORMANCE OF WORK PROHIBITED
41.1 Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve PINAL COUNTY and/or the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for PINAL COUNTY and/or the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers

42.0 RIGHT OF OFFSET
42.1 PINAL COUNTY shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by PINAL COUNTY, or damages assessed by PINAL COUNTY concerning the Contractor's non-conforming performance or failure to perform the Agreement, including expenses, costs and damages.

43.0 CULTURALLY RELEVANT AND LINGUISTICALLY APPROPRIATE
43.1 The Contractor shall ensure that all services provided are culturally relevant and linguistically appropriate to the population to be served.

44.0 ATTACHMENTS
44.1 The following list of attachments constitutes an integral part of subject Agreement.
44.1.1 Attachment A – Sanction Schedule
44.1.2 Attachment B – WIOA Allocation by Program and Fiscal Year
44.1.3 Attachment C – Staffing the Pinal County One-Stop-Center

ATTACHMENT C

To

INTERGOVERNMENTAL AGREMENT (IGA)

Between

PINAL COUNTY AND CENTRAL ARIZONA GOVERNMENTS ("Contractor")

44.1.3 Staffing the Pinal County One-Stop-Center

44.1.3.1 In accordance with State policy and guidelines all program operators will staff the Pinal County One-Stop-Center in Casa Grande during normal working hours, 8:00 AM to 5:00 PM, Monday through Friday unless it is an official state holiday or the One-Stop-Center is otherwise closed.

44.1.3.2 While working in the Pinal County One-Stop-Center, Contractor's staff will cooperate and follow the directions of the Pinal WIOA Program Manager in all One-Stop-Center program and work related issues.

45.1 Performance Standards for Contractor

Given the extension of PY 2014 negotiated goals by USDOL, the Employment Administration, Division of Employment and Rehabilitation Services, Arizona Department of Economic Security has determined PY 2014 negotiated local workforce development area goals will be extended into PY 2015.

PINAL • COUNTY
Wide open opportunity

AGENDA ITEM

June 24, 2015
ADMINISTRATION BUILDING A
FLORENCE, ARIZONA

REQUESTED BY: Adeline Allen/Leo Lew

Funds #:

Dept. #:

Dept. Name: Housing

Director: Adeline Allen

BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:

Discussion/approval/disapproval of the Intergovernmental Agreement between Pinal County and Central Arizona Governments ("Contractor"). The Contractor shall provide employment and training services under the Workforce Innovation and Opportunity Act of 2014 to eligible Adults, Dislocated Workers and Rapid Response in the amount of $1,300,000.00 for Program Year 2015 from July 1, 2015 through June 30, 2016.

BRIEF DESCRIPTION OF THE FISCAL CONSIDERATIONS AND/OR EXPECTED FISCAL IMPACT OF THIS AGENDA ITEM:

Grant Funding, no cost to Pinal County General Fund

BRIEF DESCRIPTION OF THE EXPECTED PERFORMANCE IMPACT OF THIS AGENDA ITEM:

Enhance our local workforce skill sets.

MOTION:

Approve as presented.

History

Time	Who	Approval
6/12/2015 3:57 PM	Housing	Yes
6/17/2015 3:09 PM	Administrative Services	Yes
6/17/2015 3:21 PM	County Attorney	Yes
6/18/2015 2:27 PM	Clerk of the Board	Yes

ATTACHMENTS:

Click to download

- CAG Adult Program IGA - Attachment C
- CAG WIOA IGA

APPROVED this 24 day of June 20 15

Cheryl Chase
Chairman, Pinal County Board of Supervisors

ATTEST Sher Cluff
CLERK

Appendix O

PINAL COUNTY YOUTH RFP

The attached Gila/Pinal Workforce Investment Area Title I Youth Programs Request for Proposals (RFP) was released February 22, 2012 for Program Year July 1, 2012 through June 30, 2013. Central Arizona College was the successful bidder in the process and was awarded a provider contract for that year and later awarded contract renewals for July 1, 2013 through June 30, 2014 and July 1, 2014 through June 30, 2015.

Gila/Pinal Consortium, through mutual agreement, ended the consortium on July 1, 2015 with Pinal County becoming a stand-alone Workforce Local Area as signed by the Governor on June 24, 2015. Pinal Workforce Development Board (PWDB) did not have time to issue an RFP for youth program services at that time, and signed an Intergovernmental Agreement (IGA) with Central Arizona College for 1 year to allow for time to issue an RFP. The PWDB plans on issuing a Youth RFP on or around January 1, 2016 with the successful bidder contracted for youth program services by July 1, 2016 through June 30, 2017.

GILA/PINAL WORKFORCE INVESTMENT AREA

TITLE I
YOUTH PROGRAMS

REQUEST FOR PROPOSALS

PROGRAM YEAR

JULY 1, 2012 – JUNE 30, 2013

RFP RELEASE DATE:	**February 22, 2012**
PROPOSAL DEADLINE:	**April 6, 2012**
PROPOSAL LOCATION:	**5515 S. Apache Avenue, Suite 200 Globe, Arizona 85501**
BIDDER'S CONFERENCE:	**February 29, 2012**

Equal Employment Opportunity Employer/Program.
Auxiliary aids and services are available upon request to individuals with a disability
TTY: 7-1-1

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A. Overview of the Gila/Pinal Workforce Investment Area

The purpose of this Request for Proposals (RFP) is to identify a qualified provider for youth services under Title I of the Workforce Investment Act (WIA) of 1998 (Public Law 105-220). Gila County (Administrative Entity) in conjunction with the Gila/Pinal Workforce Investment Board, the governing body that oversees expenditures of Workforce Investment Act funds, makes funding available to provide youth development services in Gila and Pinal Counties, a designated Local Workforce Investment Area (LWIA) for the following youth programs:

- In-school youth programs;
- Out-of-school youth programs;
- Special youth programs for the following populations; and
    - Youth Offender (in- and out-of-school)
    - Pregnant and Parenting Youth (in- and out-of-school)
    - Foster Care Youth (in and out-of-school)
    - Homeless Youth (in and out-of-school)
    - Youth with Disabilities (in and out-of-school)
    - High School Drop Out (out-of-school)
    - Youth of Incarcerated Parents (in and out-of-school)

It is the intent of this RFP to fund comprehensive approaches that maximize available resources and provide an array of services that meet the unique needs of the targeted population. Responses are sought that would build upon the development and/or enhancement of collaborative relationships within a community, across programs and between systems. Gila/Pinal Workforce Investment Area is seeking interested organizations that demonstrate the four critical characteristics listed below:

- Competent and cooperative management with a vision for developing and supporting positive youth development activities;
- A Commitment and ability to ensure that youth-orientated staff are available to serve low-income youth;
- A high level of innovation and creativity in designing project and learning activities in which young individuals can participate; and
- A willingness to work with community partners and educational organizations in the planning and implementation of these innovative approaches to youth development.

Respondents are asked to demonstrate not only a sound approach to providing evidenced-based, research-based, or best practice youth workforce programming, as well as to support collaborative efforts of stakeholders. Examples of stakeholders are secondary schools, charter schools, community-based organizations (both small and large), faith-based organizations, public social service organizations, employers, business associations/networks, post-secondary education and training institutions, parents and the youth themselves.

B. Funding Availability and Fiscal Requirement

The approximate federal funding from the U.S. Department of Labor and the Workforce Investment Act funds is $500,000 which is administered by Gila County, acting as the fiscal agent, and the Gila/Pinal Workforce Investment Board. Funds will be allocated at approximately 30% for in-school youth and 70% for out-of-school youth. Please note that available funding amounts in the RFP are subject to change.

Contracts will be executed on July 1, 2012 and conclude June 30, 2013. Contracts may be renewed in one-year increments for three additional years based on satisfactory performance and the availability of federal funding.

For the purpose of this RFP, proposals will be accepted in the following populations and service categories:

Population	Service Category
General	In and Out-of-school
Youth Offenders	In and Out-of-school
Pregnant & Parenting	In and Out-of-school
Homeless Youth	In and Out-of-school
Youth with Disabilities	In and Out-of-school
Foster Care Youth	In and Out-of-school
High School Drop Out	Out-of-school
Basic Skills Sufficient	In and Out-of-school

For the purpose of this RFP, the agency submitting the proposal will be considered the direct contractor. The agency will be responsible for ensuring compliance with all terms and conditions of the contract, administration and fiscal management of the contract, and will be held accountable for program results. Subcontracting services is allowable as long as it is fully disclosed in the proposal. The proposal has to clearly define the roles of each organization, e.g. youth services, program oversight, etc.

Agency is responsible for:

- Invoicing in accordance with the contract terms, and the procedures outlined by the Gila/Pinal Workforce Investment Board;
- Maintaining an accounting system that separates the contracted funds from other funding sources; and
- Maintaining a payroll ledger, and submit general ledger and journals as required;
- Employing an accrual method of accounting;
- Maintaining fiscal forms, reports and documents pertaining to this contract for five (5) years after contract end date;
- Implementing an approved cost allocation plan in accordance with the One-Stop Comprehensive Financial Management Technical Assistance Guide;
- **Contractor's monthly invoice;**
- **Any additional financial report that support the expenditures; and**
- **Maintain an inventory list of purchased equipment.**

A detailed, line-item budget must be submitted with the RFP. At least five percent (5%) up ten (10%) shall be allocated to the summer component. The Gila/Pinal Workforce Investment Board reserves the right to withdraw funding in the event the scope of work is not followed as stated in the RFP.

In order to efficiently utilize WIA youth funding and ultimately reach as many young people as possible, it becomes increasingly important to leverage a wide range of public and private resources to support youth workforce services. Projects are encouraged to demonstrate either in-kind or cash match resources from other funding sources.

These in-kind or cash match resources must directly support the proposed program activities and must be documented with a Letter of Commitment/Intent, Memorandum of Understanding or other appropriate documentation.

In-kind and cash match resources can support any particular budget item as long as it supports program activities. Cash match is defined as a contribution of funds made available to the respondents to be used specifically for program activities. Respondents are required to assign a monetary value to any in-kind contributions. Examples of in-kind resources include but are not limited to:

- Staff time from lead and/or partner agencies (directly related to services to youth);
- Facilities (where services occur);
- Participant expenses (e.g. internship/work experience wages, incentives, supportive services, tuition, books, fees, tools or clothing for employment);
- Equipment (directly related to services to youth); and
- Marketing, outreach and/or media support

There are many types of funding streams that could support either in-kind or cash match resources. The following are provided as suggestions only and include but are not limited to:

- Private foundation/philanthropic support;
- Businesses, business associations or networking groups;
- State of Arizona funding including but not limited to Juvenile Justice, Health, and Education; and
- Federal funding such as direct Department of Labor grants, Job Corps, Office of Juvenile Justice Delinquency Prevention, and Youth Build.

C. Special Information Notice

Congress may consider legislation to reauthorize the Workforce Investment Act (WIA). The Gila/Pinal Workforce Investment Area reserves the right to cancel or modify this RFP or the scope or funding of an approved WIA program to any extent necessary to ensure compliance with state and/or federal guidelines once any reauthorization is signed or if available WIA funding is impacted due to the federal and/or state budget appropriations. This may occur at any time prior to or during implementation of the WIA programs for PY2012 or any extensions. Therefore, all successful offerors must demonstrate the capability and agree, in advance, to modify their program design to comply with any new regulations and/or changes to available funds.

D. Eligible Bidders

Organizations eligible to submit proposals in response to this RFP include not-for-profit organizations, education institutions, government entities, for-profit businesses and other organizations that are not suspended, debarred or otherwise prohibited from entering into a legal contract for WIA Youth funding.

All bidders must accept liability for all aspects of any WIA program conducted under contract with Gila County. Bidders will be liable for any disallowed costs or illegal expenditures of funds or program operations conducted. This Request for Proposals is not in itself an offer of work nor does it commit Gila County to fund any proposals submitted.

E. Questions

Questions relating to any aspects of this solicitation must be sent in writing to bvalencia@co.gila.az.us. All questions will be responded within 48 hours.

F. Procurement Time Line

To ensure a fair and open process for all interested bidders, the following time table will be used with this RFP:

Request for Proposals Released	February 22, 2012
Pre-Proposal Bidders Conference (Mandatory)	February 29, 2012
Deadline for bidders to submit questions	March 15, 2012
Proposal Due	April 6, 2012
Recommendations to Executive Committee	April 19, 2012
Recommendations to Board of Supervisors	May 15, 2012

G. Pre-Proposal Bidders Conference

There will be a mandatory pre-proposal bidder's conference regarding the RFP on February 29, 2012 from 10:00 a.m. to 12:00 p.m. at the Gila County Division of Community Services, 5515 S. Apache Avenue, Suite 200, Globe, AZ 85501.

H. Proposal Due

Proposals are due no later than 3:00 p.m. on Wednesday, April 6, 2012 at Gila County Division of Community services, 5515 S. Apache Avenue, Suite 200, Globe, Arizona. Late proposal will not be accepted under any circumstances.

A. Purpose of WIA Youth Program

The Workforce Investment Act of 1998 (WIA, Public Law 105-220) includes the following statement of intent:

> ***The WIA will provide workforce investment activities, through statewide and local workforce investment systems, that increase the employment, retention, and earnings of participants, and increase occupational skill attainment by participants, and as a result, improve the quality of the workforce, reduce welfare dependency, and enhance the productivity and competitiveness of the nation.***

Youth development principles are woven throughout the Workforce Investment Act and guide the WIB's approach to administering WIA youth programs. Contractors should incorporate youth development strategies and principles into programs that support high school completion, skill acquisition, gainful employment and productive citizenship for young people.

The Gila/Pinal Workforce Investment Board also identifies the following values and/or principles that proposals must address:

Youth Responsibility: Youth are expected to take personal responsibility for their success. They will be involved in developing their plan, selecting the activities and programs that meet their employment needs, achieving appropriate educational competencies and achieving their program goals.

Strategically Meeting Needs of the Community: Programs should meet the needs of at-risk youth populations and under-served communities while providing a broad range of services that meet the academic, employment, and youth development needs of young people. Programs should be aimed at ensuring that economically disadvantaged youth in-school and out-of-school have the opportunities and support needed to become productive members of the workforce and achieve economic self-sufficiency.

Strong Youth Development Model: Effective programs are built on a well-conceived and implemented approach to youth development. A commitment to youth development is exemplified by a conscious and professional reliance on youth development principles, including high expectations, caring relationships, holistic service strategies that build responsibility and character, and a view towards youth as resources. Key strategies include providing adult mentors for each youth participant, integrating social and support services into programming, addressing transportation barriers, accommodating a variety of learning styles, and providing meaningful and strategic follow-up services for young people when they exit in the effort to ensure their continued success.

Skill Development: Effective programs clearly emphasize the development of skills, knowledge, and competencies that lead to jobs and careers. Programs should strongly link work, academic, and occupational learning**.** Key strategies include linkages to apprenticeships, community colleges and employers; transition services; and strategies demonstrating how participants can gain academic credit and skill credentials.

Involvement of Employers and Links to Local Labor Markets: Programs should have the strong involvement of local employers and should be linked to local labor market needs and

growing economic sectors. Programs should provide effective connections to intermediaries with strong links to the job market and local and regional employers.

Collaboration and Leveraging Partnerships: Programs are sought that demonstrate how partnerships and the involvement of the community will be utilized to meet the program goals. Involving the local community means developing formal and meaningful partnerships among educational institutions, employers, community-based organizations, private sector employers, and/or other organizations and members of the community interested in youth. Respondents are encouraged to access resources from these partnerships and use them in the program to provide quality youth opportunities.

For the purpose of this proposal, a collaboration is defined as a mutually beneficial alliance of groups or organizations that come together to achieve common goals. This alliance is characterized by well-defined relationships that include a commitment to mutual authority/accountability for success and sharing of resources. It is expected that it transcends individual agency strategies, and will integrate diverse missions, language and cultural concerns to focus on the needs of the youth. Collaboration is strengthened by a formal written agreement, which delineates the responsibilities of each group, organization or entity.

Producing Results: Programs should ensure that young people are gaining the skills to complete high school or its equivalent and transition into post-secondary education, advanced training or skilled employment. Programs should track these results and strive to continuously improve their programs and their outcomes for youth, based on information and data collected.

Academic Gains for Youth: Alternative education programs (either dropout prevention or dropout recovery models) will provide quality education that adheres to the State's standards developed in response to the No Child Left Behind Act (NCLB). The contractor's process must demonstrate progress towards the standards for success within NCLB.

The Gila/Pinal Workforce Investment Board believes that all eligible youth must be aware of services available in the One-Stop System. RFPs must clearly state how the contractor will provide an introduction to the Gila/Pinal One-Stop Centers and the resource available there. The introduction should be age and goal appropriate.

B. WIA Youth Guiding Principles

Because successful youth development depends upon smooth transition into phases of a young person's life, youth programs should also operate under the following guiding principles:

Year-Round Services: Services are designed to recruit and register youth on a year-round basis, including making services available for in-school youth throughout the school year. All youth services and activities must be available to youth twelve (12) months per year and be clearly aligned with youth development principles and goals.

Long-Term Support for Youth: Services feature strategies that span multiple years and will balance the needs of youth who would benefit from long-term support with youth whose needs are met through more limited interventions. Long-term support includes providing a smooth transition and pathways to remaining in school, high school completion, post-

secondary education, job placement and training for occupations leading to careers that offer long-term self-sufficiency for older and younger youth.

Accessibility: Services are easily accessible to both youth and employers, create a safe and youth-friendly environment, are accessible by public transportation, have information available via the Internet, and accommodate diversity.

Accountability: Services dedicated to continuing improving program design by seeking feedback from staff, youth and employers to continually refine the quality of the program services and activities provided for youth. Programs must have well-defined goals and processes that are easily understandable, measurable and accountable. These goals must emphasize participant progress and directly link activities to positive outcomes for youth.

C. Eligible Youth

WIA youth programs are intended to provide youth development services for economically disadvantaged youth, 14 though 21 years of age who may face barriers to staying in school, completing high school or finding stable employment. The program provides a full range of work-readiness, employment, education, and mentoring services through various community partner agencies and contracted youth service providers. Youth services, such as internships, work experiences, training opportunities, and assistance in the completion of high school or GED, are designed for youth who are in-or out-of-school.

The Workforce Investment Act also draws a distinction between younger youth (14 to18) and older youth (19 to 21). This is done primarily to assist program providers in designing programs and developing Individual Service Strategies (ISS) to meet the youth development needs of the two different age groups. Also, the mandated program outcomes and performance measures are distinctively different for younger and older youth.

Youth must be identified as low-income as defined by Public Law and:

- Between the ages of 14 through 21 meaning they have reached their 14th birthday, but have not attained their 22nd birthday at the time of registration;
- A citizen of the United States or a non-citizen who is authorized by the Immigration and Naturalization Service;
- Valid Social Security number; and
- Selective Service registration, if applicable; and
- Meets the low-income criteria:
  - Cash public assistance;
  - Family income at or below the poverty line or 70% of the Lower Living Standard Income (LLSIL);
  - Received food stamps or was determined eligible to receive in the last six months;
  - Homeless per 103(a) and 103(c) of the McKinney Act:
  - Publicly supported foster child; and
  - Individual with a disability and own income is at or below poverty; and
- Meets one or more of the following:
  - Deficient in basic skills; WIA Section 101 defines “basic skills deficient” as an individual whose English, reading, or computing skills at or below the 8th (8.9 or below) grade level on a generally accepted standardized test
  - School dropout;
  - Pregnant or parent;

- Offender
- Occupational Skills Deficient – youth who requires additional assistance to complete an educational program, or to secure and hold employment, and less than four months full-time, same employer (WIA Section 101 (13)) defined by the Gila/Pinal Workforce Investment Board

Up to 5% of youth participants served by youth programs in a local area may be individuals who do not meet the income criteria for eligible youth, but must be in one or more of the following categories:

- School dropout;
- Basic Skills Deficient;
- One or more grade levels below the grade level appropriate to the individual's age;
- Pregnant or parenting;
- Possess one or more disability;
- Homeless or runaway;
- Offender; and
- Face serious barrier to employment as follows: Occupational Skills Deficient – a youth who requires additional assistance to complete an educational program, or to secure and hold employment, and less than four months full-time, same employer defined by the Gila/Pinal Workforce Investment Board.

Definition In-School Youth: An in-school youth who meets the above eligibility criteria and has not received a diploma/equivalent and is attending any school, including alternative school, or who is a high school graduate (attained diploma/equivalent), attending post-secondary education and is not basic skills deficient; or who is a high school graduate (attained diploma/equivalent), not attending post-secondary education, and is not basic skills deficient or unemployed or underemployed.

Definition Out-of-School Youth: An out-of-school youth who meets the above eligibility criteria and is a high school dropout, meaning they are no longer attending any school, including alternative school, and have not received a secondary school diploma or its equivalent, or has a high school diploma or GED and is basic skills deficient, unemployed, or underemployed.

OVERALL YOUTH GOALS AND OBJECTIVES

In-School Youth: The goal of in-school youth programs is that all participants remain in-school and improve basic academic skills, soft skills and occupational skills as a result of participation in the program.

The following two sets of objectives are based on the participant's age at time of registration: younger youth, ages 14 to 18; and older youth, ages 19 to 21.

Younger youth objectives, which include but not limited to:

- Remain in school
- Earn a high school diploma or equivalent
- Achieve basic skills, job readiness skills, and occupational skills goals
- Enter post-secondary education
- Obtain advanced training and employment
- Enter the military

Older youth objectives, which include but not limited to:

- Earn a credential (a diploma, GED, or other industry recognized certificate)
- Obtain occupational skills training
- Enter employment or post-secondary education
- Enter the military
- Seek qualified apprenticeships
- Remain employed or in school

Out-of-School Youth: The goal of out-of-school youth programs is that all participants will improve basic academic skills, soft skills and occupational skills as a result of participation in the program.

The following two sets of objectives are based on the participant's age at time of registration: younger youth, ages 14 to 18; and older youth, ages 19 to 21.

Younger youth objectives, which include but not limited to:

- Return to an academic environment
- Earn a high school diploma or equivalent
- Achieve basic education skills, job readiness, and occupational skill
- Enter post-secondary education
- Obtain advanced training
- Obtain employment
- Enter the military
- Seek qualified apprenticeships

Older youth objectives, which include but not limited to:

- Earn a credential (a diploma, GED, or other industry recognized certificate)
- Obtain occupational skills training
- Enter employment or post-secondary education
- Enter the military or to seek qualified apprenticeships
- Remain employed or in school.

D. Program Design – Required Services

Priority will be given to those proposals that identify viable approaches to providing comprehensive services that include collaboration and partnerships between youth services agencies and relevant partners. Effective partnerships and collaborations include strategies that link community colleges and other vocational training programs to businesses and industry partners to prepare and place youth in career path programs.

Organizations responding to this solicitation must propose and be able to provide comprehensive services which:

- Improve academic achievement for youth, including youth who are basic skills deficient.
- Prepare youth for success in employment (work-readiness).
- Expose youth to careers in identified industry clusters and foster awareness of career pathway opportunities (e.g. workshops, guest speakers, job shadowing, tours vocational training and referrals, and other related activities).
- Provide youth with relevant work experience/internship opportunities.
- Provide youth with skills necessary to job search and assistance with job placement; and
- Ensure necessary supportive services are provided for youth to achieve successful outcomes.

Potential contractors responding to this RFP must provide the following comprehensive services components:

Outreach and Recruitment
This includes, but is not limited to, identifying potentially eligible youth participants, working with parents and guardians to obtain necessary documentation, and communicate with schools and community organizations regarding recruitment efforts.

Orientation
Initially this includes informing youth of all services available including programs and/or services that are provided by entities and/or the Gila/Pinal One-Stop partners. Contractor shall provide information on enrollment process, assessment, training programs, attendance requirements while in training, and information regarding financial aid and support services. Contractor shall also make youth aware of the youth development principles practiced and that service and projected outcomes (goals) are customized to meet the individual needs of the youth. Contractors must also effectively assess as determined suitability for the program.

Eligibility Determination and Registration
Eligibility includes registering youth by completing a WIA youth application, verifying family income and information stated, and making a determination that the youth meets the eligibility criteria established by WIA.

Assessment
This includes conducting an objective assessment of each participant in the areas of academic skills, employment skills, and supportive service needs.

Individual Service Strategy (ISS)
ISS includes developing an individualized, age-appropriate, written plan of long and short term services that are appropriate with the youth's goals and assessment results. The ISS will clearly connect the services to be provided with the participant's goals to be achieved from the time of registration to the completion of follow-up services or time of exit from the program. It will become a living, working document that will be used to track the services received and outcomes achieved. Contractor shall review the ISS with the participant every 30 – 45 days, at a minimum, and update accordingly.

Skill Attainment Training
Skill Attainment Training includes basic skills, work-readiness, and occupational skills training for all WIA eligible youth. In order to provide comprehensive workforce development services, all eligible youth should be assessed for deficiencies in one of the three skill attainment areas regardless of age. A core indicator of performance for younger youth (age 14-18) under WIA is the younger youth skill attainment rate. For all younger, in-school and any appropriately assessed out-of-school youth, a minimum of one goal per year (participant year) is required. **However, for this RFP process and contracted period, all youth regardless of age must receive work readiness training.**

> ***Basic Education Skills*** are defined as those academic skills and abilities necessary and/or beneficial for a person to function successfully in an employment environment. Basic academic areas are Reading Comprehension, Math Computation, and Writing. All participants who are determined to be basic skills deficient (defined as having English, reading, writing or computing Skills at 8.9 or less on a generally-accepted standardized test or a comparable score on a criterion-referenced test) must basic skills training.

Occupational Skills encompass the proficiency to perform actual tasks and technical functions required by certain occupational fields at entry, intermediate or advanced levels. Secondary occupational skills entail familiarity with and use of set-up procedures, safety measures, work-related terminology, record keeping and paperwork formats, tools, equipment and materials, and breakdown and clean-up routines.

Work Readiness Skills include world of work awareness, labor market knowledge, occupational information, values clarification and personal understanding, career planning and decision-making, and job search techniques (resumes, interviews applications, and follow-up letters). They also encompass survival/daily living skills such as using the phone, telling time, shopping and renting an apartment, opening a bank account, and using public transportation.

Work Readiness Skills also include positive work habits, attitudes, and behavior such as punctuality, regular attendance, presenting a neat appearance, getting along and working well with others, exhibiting good conduct, following instructions and completing tasks, accepting constructive criticism from supervisors and co-workers, showing initiative and reliability, and assuming the responsibilities involved in maintaining a job. Youth must be exposed to and attain all Work Readiness Skills, which are listed below.

Work Readiness 1-6

1. Making Career Decisions
2. Using Labor Market Information
3. Preparing Resumes
4. Filling Out Applications
5. Interviewing/Follow-Up Letters
6. Survival/Daily Living Skills

Work Readiness 7-12

7. Being Consistently Punctual
8. Maintaining Regular Attendance
9. Demonstrating Positive attitudes/behavior
10. Presenting Appropriate Appearance
11. Exhibiting Good Interpersonal Relations
12. Completing Task Effectively

For the purpose of this RFP, agencies must submit a curriculum and related reference materials on how Work Readiness Skills 1 -12 will be taught to the targeted population. The curriculum must be attached to the RFP and is not included in the page limitations. The Gila/Pinal Skill Attainment Manual is also available upon request.

Case Management/Referral

Case Management/Referral includes coordinating the appropriate services to be delivered to the participant, documenting the participant's achievement of the goals identified in the ISS and motivating youth to remain in school and complete high school, preparing them for possible post-secondary educational opportunities, occupational learning, or employment/training opportunities.

As a component of case management, referrals include linking and sharing information with other youth-serving agencies, organizations and training providers in order to achieve the goals listed in the youth's ISS. Contractor may refer youth participants to external resources, which may be formal partners, to provide the services of the required program elements.

E. Youth Elements

Contractors shall make the following program services available to eligible participants directly or through linkages and collaboration with other local entities. The organization must state in the proposal how they will make the following components available through the proposed collaborative system. Proposals must clearly state the parameters that will be used to decide if a youth will

participate in a specific component. Priority will be given to those proposals that clearly have established formal partnerships in providing the following program services/elements.

1. <u>Tutoring and Study Skills Training:</u>
Tutoring and Study Skills Training promotes improvement of the basic and study skills which lead to better test scores and overall academic performance. Contractor shall structure tutoring and/or study skills training to ensure intensive individualized assistance for youth in need of remediation or skills improvement.

2. <u>Alternative Secondary School</u>:
Contractor may refer participants for scheduled alternative educational opportunities which are designed to improve the participant's academic performance and may lead to continuation in secondary school or graduation. Contractor shall identify alternative secondary education possibilities (i.e., adult literacy agencies for older youth, etc.) and coordinate the plan for provision of this program element. All out-of-school youth who do not have a GED or high school diploma must enroll in services to attain either a GED or high school diploma.

3. <u>Summer Employment Opportunities</u>:
Contractor must link summer employment opportunities directly to academic and occupational learning. Contractor must develop employment opportunities that are related to each participant's career goal or integrated into the participant's high school education plan.

Contractor shall be responsible for development of summer work sites in public and/or private sector, orientation of work site supervisors and participants, executing work site agreements, maintaining participant timesheets, monitoring work sites and documenting work activities, payment of youth work experience wages at no less than the federal minimum wage rate, completion of I-9 and W-4 forms, and issuing W-2 forms at the end of each year.

4. <u>Work Experiences, Paid and Unpaid</u>:
Work experiences are planned, structured learning opportunities that take place in a workplace for a limited period of time. This element is designed to enable youth to gain exposure to the world of work and its requirements and may include internships and job shadowing. Contractor shall develop work experiences that assist youth acquire the personal attributes, knowledge, and skills needed to obtain a job and advance in employment. Work experience can provide the youth participant with opportunities for career exploration and skill development. Work experience shall focus on high demand occupations and industry clusters.

Work experience may be subsidized (consistent with wage and hour laws) and may include the following activities:

- Instruction for employability skills or general workplace skills;
- Exposure to various aspects of an industry;
- Progressively more complex tasks;
- Internships and job shadowing (unpaid work experience) – This activity is designed to provide informational training and experience to determine the participant's interest in a specific occupation;
- The integration of basic academic skills into work activities,
- Supported work, work adjustment, and other transition activities;
- Entrepreneurship; and

- Other activities designed to achieve goals of work experience.

Work experience can occur in the public, private, for-profit, or non-profit sectors where the objective assessment and individual service strategy indicates that work experience is appropriate. Contractor must be responsible for development of work experiences in public and/or private sector, orientation of work site supervisors and participants, initiating work experience agreements with employer(s), maintaining participant timesheets, monitoring work sites and documenting work activities, payment of wages at no less than the Federal minimum wage rate, and completion of I-9 and W-4 forms.

5. Occupational Skills Training:

This element includes training youth for a specific occupation related to the local labor market demand or according to the needs identified by local employers. Occupational skills training shall lead to a credential in the field of study (certificate, degree, or diploma) and/or related full-time employment. Contractor shall make every effort to utilize a combination of funding sources to pay for this activity. High demand and industry cluster occupations must be reviewed and explored with participating youth. Contractor shall utilize career path programs for all occupational training when appropriate.

On-the-job (OJT) training provides WIA youth participants the opportunity to receive training while employed, and to be paid wages comparable to other employees in similar positions. OJT agreements provide an opportunity for an employer to be reimbursed 50% of the wages, while participants acquire additional job skills. Each OJT contract is specific to the needs of the participant.

6. Leadership Development:

This element encourages a sense of responsibility and other positive social behaviors. The contractor must include but is not limited to the following activities as deemed appropriate for the participant:

- Exposure to post-secondary educational opportunities;
- Community and service-learning projects and volunteering within the community-based setting;
- Peer-centered activities, including peer mentoring and tutoring;
- Organizational and teamwork training, including team leadership training;
- Seminars, luncheons, networking opportunities at youth/workforce conferences;
- Training in decision-making, including determining priorities;
- Citizenship training, including life skills training such as parenting, work maturity, and budgeting of resources; and
- Soft skills training including, but not limited to: positive attitudinal development, self-esteem building, cultural diversity, and work simulation activities.

Leadership development activities should be repeated numerous times throughout the course of the program. All proposals must include at least one youth-led leadership project per program year. Youth must be involved in the development, implementation, operation and evaluation of the project in meaningful ways. Each project will be unique in that it will reflect the interests of the youth involved and/or the needs of the targeted area's needs.

7. Supportive Services:

Supportive Services assists the participant in being successful by achieving their goals identified in the ISS. For any supportive services provided, Contractor must make regular contact with the youth participant. Contractor shall be responsible to ensure that, if other sources of funding or services are available, they are coordinated and accessed prior to utilizing WIA funds.

Supportive services may include: linkages to community services and/or assistance with transportation, child care, housing, referral to medical services, appropriate work attire, or work related tools, including items such as eyeglasses or protective eye gear. **The Gila/Pinal Workforce Investment Area Support Services Guidelines shall be used to determine if services are eligible for payment.**

8. <u>Comprehensive guidance and counseling:</u>

This element provides the participant with intensive guidance and counseling related to career exploration, personal issues, drug and alcohol abuse, financial management, and goal setting. If the contractor determines there is a need, the contractor may refer participant to an appropriate organization or counselor who is qualified, experienced and specializes in a particular area. Contractor shall be responsible to ensure that, if other sources of funding or services are available, services are coordinated and accessed prior to utilizing WIA funds.

9. <u>Adult Mentoring:</u>

Adult Mentoring assists with the youth's continued personal development. Contractor shall offer adult mentoring excluding the contractor's assigned staff to all registered participants. Contractor will be responsible for identifying adult mentors who are interested in the advancement of youth in the community. Adult mentoring activities may include, but are not limited to:

- Job shadowing and guidance provided by an adult to assist the participant in increasing his/her academic performance;
- Goal-setting;
- Support meetings to increase the motivation of the youth served;
- Career exploration;
- World of Work and social skills improvement; and
- Participation in community projects.

10. <u>Follow-up Services</u>

Follow-up Services ensures continuity of services and progress towards achievement of participant's goals and performance outcomes. The types of follow-up services provided must be based on the needs of the participant. Contractor shall provide follow-up services for a minimum period of twelve (12) months after exit from the program.

Follow up services include, but are not limited to:

- Leadership development activities;
- Regular (at least once a quarter) contact with the participant's employer, including addressing work-related problems that arise;
- Assistance with securing better paying jobs, career development, and further education;
- Work-related peer support groups;
- Adult mentoring;
- Tracking the progress of youth in employment after training; and
- Assistance with remaining in or completing school

F. Performance Measures

The U.S. Department of Labor has established performance measures for recipients of WIA funds. The Gila/Pinal Workforce Investment Board will require contractors to exceed these same performance measures during the contract term. During the contract term, these performance requirements may be subject to change as a result of changes in federal law and WIA reauthorization.

All measures listed below are measured for Program Year 2011 at exit and post-exit with the exception of the Younger Youth skill attainment. Performance Measures will be re-negotiated for Program Year 2010.

Performance Measure	Performance Standard	Measurement
Younger Youth (14-18)		
Skill Attainment	85%	At least one goal must be attained (completed) per year for younger youth. The goal(s) may be basic skills goals, work readiness skills goals, and/or occupational skills goals depending on the needs of the participant.
Diploma or Equivalent Attainment	63.5%	To successfully meet this goal, younger youth who are not in high school at exit must have attained a high school diploma or equivalent (GED) by the end of the 1st quarter after exit.
Retention	66%	To successfully meet this goal, younger youth who are not in high school at exit must be in one of the following activities in the 3rd quarter after they exit the program: post-secondary education; advanced training; employment; military service; or qualified apprenticeship.

Older Youth (19-21)		
Entered Employment	74%	To successfully meet this goal, an older youth who was not employed at registration and not enrolled in post-secondary education or advanced training in the 1st quarter after exit, must be employed in the 1st quarter after exit
Retention	84%	To successfully meet this goal, an older youth who was not employed at registration and not enrolled in post-secondary education or advanced training in the 3rd quarter after exit, must be employed in the 3rd quarter after exit.
Earnings	$5,000	Earnings is applicable for older youth who are employed in the 1st quarter after exit and not enrolled in post-secondary education or advanced training in the 3rd quarter after exit.
Credential	50%	To successfully meet this goal, an older youth must enter employment, post-secondary education or advanced training in the 1st quarter after exit and have received a credential (high school diploma, GED, post secondary degree/certificate, licensure, etc.) by the end of the 3rd quarter after exit.

Note: Congress has not passed the reauthorization for WIA. Reauthorization may require adjustments to performance outcomes, service levels, etc. Upon reauthorization, common performance measures may replace the existing regulatory measures. It is anticipated that the Gila/Pinal Workforce Investment Board will negotiate common measures with the Arizona Department of Economic Security during the contract period. Common Measures seek to use a single set of measures for all Department of Labor programs. Common Measures are outlined below:

Performance Measure	Performance Standard	Measurement
Placement into Employment of Education	TBD	To successfully meet this goal, a youth must be in post-secondary education, employment, advanced/occupational training, or the military in the 1st quarter after exit.
Attainment of a Degree or Certificate	TBD	To successfully meet this goal, a youth must obtain a high school diploma, GED, or a recognized certificate by the end of 3rd quarter after exit.
Literacy Numeracy Gains	TBD	To successfully meet this goal, out-of-school youth must increase one or more educational functioning levels.

Local Evaluations:

The following categories will serve as the Gila/Pinal Workforce Investment Board performance and reporting requirements during the contract period. These categories are subject to change. Each category has been assigned points to be utilized to assess each contractor's progress toward the attainment of the requirements on a quarterly basis. This evaluation will be used to extend the contract one year.

Categories	
Attainment of Federal Performance Measures	20
Expenditures	10
Service levels	10
Program monitoring outcomes	20
Fiscal monitoring outcomes	20
Monthly/Quarterly Reports, etc.	20
TOTAL	**100**

Categories Definition:

- Attainment of Federal Performance Measures (20 points)
  Contractor has met or exceeded performance measures.
- Expenditures (10 points)
  Expenditures are in-line with RFP and federal guidelines.
- Service levels (10 points)
  Contractor has enrolled number of participants in contract.
- Program monitoring outcomes (20 points)
  Contractor will be monitored by staff twice a year to ensure program compliance.
- Fiscal monitoring outcomes (20 points)
  Contract will be monitored by staff twice a year to ensure fiscal compliance.
- Monthly/quarterly reports, etc. (20 points)
  Reports include at a minimum, but not limited to:
  - Program Activity Calendar
  - Resource Room Logs
  - 5% Reports
  - Work Plan
  - Quarterly Updates

- Common Organizational Goals

Contractor can receive a maximum of 100 points per calendar quarter depending on the applicability of all elements for that quarter.

Performance Assessment	Range
Exceeding Expectations	95 - 100
Meeting Expectations	80 - 94
Intervention/Probationary Status	70 - 79
Failing Expectations	69 or below

The Gila/Pinal Workforce Investment Board expects that each provider will consistently improve performance from quarter to quarter, i.e. percentage increases. The WIB will provide technical assistance and training, based on individual agency need, to improve agency performance below the 80 percent threshold. If the contractor performs below the 80%, a corrective action plan shall be submitted by the contactor.

All proposals must address how the contractor will exceed performance and/or the agency's experience in meeting or exceeding youth development performance.

G. Reporting Requirements

Workforce Investment Act (WIA) requires the Gila/Pinal Workforce Investment Board in partnership with the Gila County Board of Supervisors, acting as fiscal agent, to conduct oversight of the WIA programs and the One-Stop delivery system in the local area. County staff must continuously monitor grant-supported activities in accordance with the uniform administrative requirements. Each recipient must conduct regular oversight and monitoring of its WIA activities and those of its sub-recipients to ensure that expenditures meet the programmatic, cost category and cost limitation requirements of WIA and the regulations, and to determine that there is compliance with other provisions of the WIA regulations and other applicable laws and regulations, and to ensure that technical assistance is provided as needed. The WIB will also coordinate training as it relates to WIA and youth development, assessments, Arizona Job Connection technology system, and performance reports.

A. Preparation of Proposals

One (1) original and six (6) signed copies of the proposal are required. The proposal must be single spaced in 12 point font. The original and copies of the proposals must be sealed envelope, plainly marked and identified by the material or service description, clearly indicating the bidder's name and address.

Responses received after the due date and time will not be considered. All responses must be made on applicable forms included and signed by an authorized representative of the bidder. No fax responses will be considered.

B. Proposal Statement of Work

Each category shall be addressed separately. The proposal shall include the following and should be submitted in the following sequence.

1. **RFP Cover Sheet**
   Complete and sign RFP Cover Sheet (attached).

2. **Executive Summary**
   The Executive Summary shall not exceed four (4) pages. Provide an overview of the following:

   a) Proposed Service(s)
   List one or more of the service(s) you are proposing to deliver. Describe your experience implementing specific services.

   b) Organization(s) Description
   Describe the background, capacity, and qualifications that demonstrate the ability to effectively serve the target population. Describe the organization, including its mission, vision, current customer base, staffing, and service expertise. Include the organization's longevity and how your proposal will connect to your mission and organizational goals. Describe how your organization established collaborations, linkages, and partnership with schools, community-based organizations, and businesses/employers to provide services to youth.

   c) Facility and Equipment
   Describe the proposed or existing facility and equipment where basic services will be delivered. Indicate whether the facility is owned or leased. Indicate the hours of operation and holidays the office will be closed. Facilities must be ADA Compliant.

   One staff from the contractor shall be housed 40 hours a week at the Gila County Comprehensive One-Stop and Pinal County Comprehensive One-Stop.

   d) Outreach

Describe outreach and marketing activities you are proposing to perform to increase awareness for potential youth participants.

3. **Needs/Community Assessment**

The Needs/Community Assessment should be no more than four (4) pages. This component creates the foundation for implementing youth workforce development services in a targeted area and/or to a target population. The proposal must clearly describe the stated problem, the partners who will provide expertise in the development or implementation, analysis of data that supports, and the resources needed.

The assessment should include but not limited to the following:

- Describe the targeted area and rationale for serving the specified population;
- Describe the problem or issue being addressed;
- Describe the proposed targeted youth group;
- Describe the risk factors and protective factors relating to the problem or issue;
- Describe the key stake holders. Describe how they are involved in the development or implementation of youth workforce development;
- Describe data that was collected which validates the stated problem, risk factors, etc. Describe the sources of the data collected; and
- Describe the resources in the community and/or in the organization which are currently being directed toward the stated problem. Describe how this proposed project supports those efforts or enhances program efforts.

4. **Program Design**

The Program Design narrative has a 25 page maximum, not including attachments. The Program Design includes your response to expectations noted in the Scope of Work, Section 2 of this solicitation. This section should be single sided and numbered at the bottom center.

Please submit a work plan that supports the program design. The work plan will not be counted as part of the 25 page limit; however, it will be evaluated as part of the Program Design. A sample work plan is included in Section 4.

Please submit a curriculum and related reference material on Work Readiness Skills 1-12. The curriculum will not be counted as part of the 25 page limit; however, it will be evaluated as part of the Program Design.

The Workforce Investment Act encourages the development of a genuine local *workforce development system.* Therefore, contractors should submit proposals that demonstrate innovative techniques to accomplish the goals of coordination, services that are not duplicated, services that maximize resources, and services that provide a seamless service delivery.

The Program Design should clearly define the specific service elements/strategies that staff will perform to deliver the service to reach the youths' goals and objectives as well as program performance measures. The plan also focuses on the steps that must be taken to put the program strategies and approaches into action. It should include all the elements/activities that will be required to implement the strategies for the duration of the contract.

The Program Design must include but not be limited to the following:

- Describe the service requirements that will be performed by staff;
- List the titles of the specific positions that will be responsible to deliver the service;
- Describe the strategies and approaches or proven effective program models that will be used to meet goals and objectives;
- Explain how the selected strategies and approaches fit with the identified problem/need and will lead to achieving the stated goals and objectives;
- Explain how the selected strategies/approaches apply to the targeted population;
- Describe the plan for recruiting and retaining eligible participants;
- Describe how barriers to participation and or completion of the program will be addressed;
- Describe any internal training that will be needed for existing and/or new staff to successfully complete program activities, elements, goals, and objectives;
- Flow charts or process mapping are required to support the narrative but will not be included in the 15 page limit; and
- Describe how the contractor will provide an introduction to the Gila/Pinal One-Stop Centers. Submit a Certificate of Intent to participate in the One-Stop System which is included in Section 4.

5. Composition of the Collaborative/Partnership

The Program Design must include formal collaboration/partnerships**,** with a description of how the specific types of services these partners provide will enhance the delivery of service to youth and how these services relate to the outcome of the service delivery. Also include how the coordination between the youth and the partners will occur (15 page maximum).

Contractor must provide the names of at least three organizations with whom the contractor will partner with in order to implement this RFP. The types of organizations are listed below:

- Educational Institutions
  - For in-school youth (Public School, Charter Schools, or School District)
  - For out-of-school youth (Vocational Training Center, Adult Basic Educations Centers, Community Colleges, Universities)
- Community Based Organizations/Faith Based Organizations

The proposal must clearly identify which member of the collaborative/partnership will be implementing activities and/or elements.

- Describe the member's ability to effectively deliver the service
- Describe the criteria that will be used to determine which component to select and when to access the component
- Describe the criteria used to measure success in each component

Attach copies of contracts, agreements, letters of agreement, etc., that includes the dollar value of each collaboration/partner agreement. These copies are not part of the 15 page maximum. If

the agreement is non-monetary, calculate the in-kind value of the services or goods. Describe how the leverage/in kind will be used to benefit the youth.

6. Performance Outcomes

As part of the Program Design, also identify the specific elements of the program design that will lead to attainment of applicable federal, state and local contract service requirements. Describe the types of

documentation and/or supplemental data that will be used to document WIA federal, state, local performance outcomes, and monitor youth in follow up.

Describe how the agency will meet or exceed performance measures outcomes for youth services, which, includes tools, strategies, etc. Describe the agency's approach to continuous improvement.

7. Experience

Submit a brief summary, no more than four (4) pages of your organization's **experience** in providing workforce development service. Include the number of years in providing the proposed service as it relates to the requirements of this solicitation. Also describe your organization's experience in working as a partner within a system. Describe the organization's experience as a participant in systems that deliver educational and/or employment and training services to youth.

Submit each agency's experience in implementing strategies for continuous improvement. Include how the organization obtains, maintains, and increases the performance capability of key staff who will deliver the service. Also include how your organization provides a commitment to quality assurance. Include how these strategies relate to the Scope of Work.

Submit a current staff organization chart, not included in the four (4) page limit that indicates specific position titles and sets forth lines of authority, responsibility, and communication in accordance with policies established by the governing body or management. This chart should accurately reflect the existing positions that will provide the proposed service and any new proposed positions you are requesting.

Attach current job description(s) for each key position delivering the service, which are not included in the four (4) page limit. Job description(s) should include at a minimum:

- Job title;
- Minimum qualifications for education, training, and experience; and
- Duties and responsibilities.

G. Fiscal Ability/Contract Operating Budget (COB)

Submit the following:

- **Submit the completed Financial Questionnaire, which is included in Section 4.**
- **Submit a Contract Operating Budget. Sample is included in Section 4. Budget is for 12 months that cover the contract beginning on July 1, 2012 and ending June**

30, 2013. The budget will include the number participants to be served under this RFP.

- **Copy of Most Recent Audit – If annual audit has identified any findings, bidder should include documentation on the agency's corrective action(s) plan.**
- **Submit a Cost Allocation Plan. For a detailed explanation of this requirement, the website is: www.whitehouse/gov/omb/circulars.**
- **Submit Lobbying Certificate**
- **Contractor's Fiscal Procedure Manual**
- **Insurance Policy**

Describe how your agency and infrastructure supports the cost effectiveness, via the staff, systems and technologies utilized in daily operations.

A budget narrative must be submitted detailing each budget item in each cost category for the requested funding amount only. The budget narrative should follow in the same order as the line item and must include the method, unit cost and/or formula detail that make up each cost category. The COB should provide a clear and logical basis for each cost allocated to the proposed services.

For information regarding the One Stop Comprehensive Financial Management Technical Assistance Guide, please refer to website:
http://wdsc.doleta.gov/sga/pdf/FinalTAG_August_02.pdf

A. Proposal Evaluation

A Selection Committee will evaluate and rank the proposals based on criteria and expectations in the Scope of Work.

Criteria	**Points**
Executive Summary	5
Needs/Community Assessment	10
Program Design	40
Collaborative/Partnership	10
Experience	15
Cost/Budget	10
Fiscal Ability	10
Total	100

Executive Summary (5 points)

- **Target Population – Does the Program Design target a significant population of at-risk youth? How will the activities/tasks be culturally-sensitive to these populations?**
- **Service Site - Is the proposed location in a general area that will be easily accessible and will service a large number of participants? Is the Facility Location Chart complete?**
- **Facility - Are the facilities suitable for the proposed activities/services?**
- **Outreach/Marketing - Will you be able to increase awareness in the service area through your outreach/marketing activities?**
- **Cost Effectiveness - Is your organization streamlined in its operations?**
- **Performance Standards – Does the agency met or exceeded past performance? Is there a clear understanding on performance management?**

Needs/Community Assessment (10 points)

- Is the geographical area clearly defined?
- Are the statistics relevant to the targeted area?
- Does the proposal clearly state the needs of the targeted area?
- Does the proposal include maps and tables that support the narrative?

Design and Delivery (40 points)

- **Does the Program Design offer activities/services that are consistent with WIA and the Scope of Work?**
- **Does the overall Program Design clearly address the needs of the targeted area?**
- **For the target population to be served, do the activities/tasks meet the needs of youth?**

- **Are the activities interesting and likely to attract and retain youth? Are the activities/tasks that staff will need to perform to deliver the Service Requirements clearly defined?**
- **Does the proposed Program Design involve quality and innovative approaches?**
- **Will the expected outcomes meet or exceed those outlined in the Scope of Work?**

- **Has the Program Design properly identified the supplemental data of how Performance Outcomes will be measured?**
- **Is there proof of formal partnerships with other Community Based Organizations, schools and One-Stop Comprehensive Career Center?**

Composition of the Collaborative/Partnership (10 points)

- **Are specific responsibilities of each partner clearly defined in the Program Design as they relate to the program elements?**
- **Signed written agreement(s) are included?**
- **Are the partners providing viable youth development service?**
- **Are the partner services clearly stated in the Program Design?**
- **Are the partners selected based on the needs of the targeted area?**

Experience (15 points)

- Does the Experience Summary include your past performance in providing of similar/related services?
- Are existing staff qualified to provide the activities/services?
- Does Staff Organization Chart clearly define lines of authority?
- Are the minimum qualifications, duties and responsibilities in the job descriptions commensurate with the requirements for the service?
- How will your organization monitor the performance of key staff responsible for the delivery of service?
- Is your organization committed to quality?
- Have you included a current list of Board of Directors?

Demonstrated Performance

In addition to the evaluation criteria outlined above, all applicants who are either current or past Gila/Pinal WIA youth providers will be evaluated based on their ability to meet contractual performance standards for up to the last three fiscal years. Evaluation of current performance will include the program operator's ability to manage the program. Examples of evaluation criteria include:

1. Achievement of quarterly planned enrollment goals
2. Enrollment of target groups to planned levels in the contract
3. Ability to serve "hard to serve" populations
4. Submission of timely fiscal and program reports to Gila County.
5. Achievement of quarterly WIA youth performance goals

Other organizations not currently or previously providing youth services will be evaluated on information obtained from references submitted in the "Reference" section of the RFP. The reference
source will be asked to provide an overall assessment of program performance and capabilities, including:

- Actual performance vs. planned goals

- Type of program services funded
- Participant characteristics (number served, age, target group)
- Geographic area served

- Grant amount and duration (including date(s) funded)
- Fiscal accountability
- Reporting and record keeping performance/capabilities
- Customer satisfaction

Please note that the Gila/Pinal WIB reserves the right to directly contact all references.

Cost/Budget (10 points)

- Is the Contract Operating Budget properly completed and totals accurate?
- Are the costs justified and reasonable to provide the requested services within the available funding level?
- Are the names of the organizations that will leverage the WIA funds listed at the bottom?

Fiscal Ability (10 points)

- Financial Questionnaire – Does your organization have the financial capability to administer the WIA funds?
- Review of Annual Audit
- Review of Cost Allocation Plan

As part of its final selection process, the Request for Proposal (RFP) evaluation panel reserves the right to request oral presentations. Presenters from the firms must include members who will serve as the contact person(s).

B. Discussions

Discussions may be conducted with offeror(s) who submit offers determined to be reasonably eligible of being selected for award. If discussions are conducted, the Gila/Pinal Workforce Investment Board may request that a revised offer be submitted. Award(s) may be made without discussions, therefore, offers shall be submitted complete and on most favorable terms.

C. Decision Process

Recommendations for awards will be forwarded to the Gila/Pinal Workforce Investment Board whose decision will be final. It is understood that the Board may accept or reject, in part or in whole, any proposal, or make a counter offer.

A. Administrative Appeal Process

The following is the Administrative Appeal Procedure for organizations/individual(s) who wish to file a complaint due to funding recommendation process for WIA programs.

Requesting an Appeal

1. Appeals must be submitted in writing.

2. Appeals may be made only for an alleged violation of the proposal review process, which resulted in discrimination or unfair consideration.

3. When an appeal is made, the committee may make the following recommendations:
   - There was compliance with applicable procedural requirements.
   - Any deviation from applicable requirements was not substantive and did not significantly affect the results. A recommendation of changes to be adopted for future RFP review process is in order.
   - There was a deviation from applicable procedural requirements that may have significantly affect the outcome. Committee may recommend review or other appropriate action. The recommendation may be made to the Gila/Pinal Workforce Investment Board.

4. The written appeal request must be delivered to the Gila/Pinal Workforce Investment Board by the end of the second business day after the Committee makes its recommendations.
   Submit to:
   Gila/Pinal Workforce Investment Board
   5515 S. Apache Avenue, Suite 200
   Globe, AZ 85501

5. The Appeals Committee will be composed of three (3) members. The Workforce Investment Board Chair will identify three (3) WIB members to hear appeals and two (2) members to stand as alternates in the event an Appeals Committee member is unable to participate. Representation of the WIB Appeals Committee should be reflective of as many diverse representative sectors as possible to minimize the possibility of conflicts of interest.

   If a representative of the organization/individual(s) requesting an appeal hearing is not present, the appeal request will be automatically denied.

6. In the event that an appeal is upheld, the Appeals Committee will forward their decisions(s) to the Youth Council for further consideration. Final recommendations will be forwarded to the WIB.

1. **Status of Contractor**
   The status of the Contractor shall be that of an independent contractor. Neither Contractor or Contractor's officers, agents, or employees shall be considered an employee of County; nor shall they or their employees be entitled to receive any of the fringe benefits associated with County employment or be subject to the provisions of the County Merit System. Contractor will be responsible for payment of all Federal, State and local taxes associated with the compensation received by Contractor from County. Contractor shall be responsible for program development and operation without supervision by County.
2. **Subcontractor**
   Contractor will be fully responsible for all acts and omissions of its subcontractor, if any, and of persons directly or indirectly employed by 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 payments of any money due any subcontractor, except as may be required by law.
   Contractor shall not enter into any subcontracts for any of the services to be performed under this Contract unless it receives prior written approval of the subcontract by the County. Prior written approval shall not be required for the purchase of supplies, which are necessary and incidental to Contractor's performance under this Contract.

3. **Non-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.

4. **Contractor's Change of Status**
   Contractor shall give written notice of any change of corporate or entity status not more than 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 and vice versa, and suspension or termination of corporate status based on failure to comply with reporting requirements.
5. **Contractor's Performance**
   Contractor's performance under this Contract shall be to the satisfaction of the County. County shall have sole discretion to determine the acceptability and progress of work performed and to determine the resulting entitlement to payment under this Contract.

6. **Full Performance of Duties**
   The failure of County to insist in one or more instance upon the full and complete compliance with any of the terms or provisions of this Contract, 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.
7. **Coordination**
   County shall be Contractor's contact with all Federal and State agencies on matters relating to the administration of this Contract.
8. **Authority to Contract**

Contractor warrants its power and right to enter into this Contract and to participant in the provision of services set forth in this Contract. If any court or authorized administrative agency determines that County does not have authority to enter this Contract, County shall not be liable to Contractor or any third person by reason of such court determination or by reason of this Contract.

9. **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 equity or by virtue of this Contract.

10. **Compliance with Laws**

    Contractor shall comply with federal, state, and local laws, rules, regulations, standards and Executive orders, without limitation to those designated within this Contract and for the funding source for 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 other disputes hereunder. Any action relating to this Contract shall be brought in a court of law within Gila County, State of Arizona. Any changes in the governing laws, rules, and regulations during the terms of this Contract shall apply, but do not require an amendment.

11. **Severability**

    If any provision on this Contract is held to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable to the full extent permitted by the law.

12. **Monitoring**

    The county shall monitor the Contractor and/or subcontractor and they shall cooperate in the monitoring of services delivered, facilities and records maintained and fiscal practices. The contractor must conduct regular oversight and monitoring of its WIA activities and those of its sub-recipients.

13. **Non-Discrimination**

    Contractor will not discriminate against any County employee, client or any other individual in any way because of race, age, creed, color, religion, sex, disability or national origin in the course of carrying out Contractor's duties pursuant to this Contract. Contractor agrees to comply with all applicable provisions of federal and state laws, as currently amended, and any regulations adopted pursuant to such laws concerning nondiscrimination, including, but not limited to:

    - Title VI of the Civil Rights Act of 1964, which prohibits the denial of benefits of or participation in federally assisted programs on the basis of race, color, or national origin;
    - Title VII of the Civil Rights Act of 1964, as amended, which prohibits employment discrimination on the basis or race, color, or national origin.
    - Age Discrimination in Employment Act of 1975, as amended, which prohibits discrimination on the basis of age;
    - Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap;
    - Fair Labor Standards Act of 1938, as amended, which prohibits wage discrimination on the basis of sex;
    - Title IX of the Education Amendments of 1972, which prohibits discrimination on the basis of sex;
    - The Arizona Civil Rights Act;

- The Americans with Disabilities Act of 1990, which prohibits discrimination against qualified individuals who have a physical or mental disability and requires reasonable accommodation to be made for such individuals; and
- Arizona Executive Order 75-5, as amended by Executive Order 99-4, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities, and which is incorporated into this Contract by reference as if set forth in full.

14. Contractor Assurances

- That it will establish, in accordance with Section 184 of the Workforce Investment Act (WIA), fiscal control and fund accounting procedures necessary to ensure the proper disbursement of, and accounting for funds paid to the local area through the allotments made under Section 128 and 133.
- That veterans will be afforded employment and training activities authorized in Section 134 of the Workforce Investment Act, to the extent practicable. (112)(b)(17)(B).
- That it will comply with the confidentiality requirements of Section 136(f) (3).
- That no funds received under the Workforce Investment Act will be used to assist, promote, or deter union organizing (Section 181(b) (7).)
- That it will comply with the nondiscrimination provisions of Section 188, including an assurance that a Methods of Administration has been developed and implemented (Section 188.)
- That it will collect and maintain data necessary to show compliance with the nondiscrimination provisions of Section 188 (Section 185).
- That it will comply with the grant procedures prescribed by the Secretary (pursuant to the authority at Section 189© of the Act which are necessary to enter into grant agreements for the allocation and payment of funds under the Act. The procedures and agreements will specify the required terms and conditions and assurances and certification, including, but not limited to the following:
  - General Administrative Requirements;
    29 CFR part 97 – Uniform Administrative Requirements for State and Local Governments (as amended by the Act)
    29 CFR part 96 (as amended by OMB Circular A-133) – Single Audit Act OMB Circular A-87 – Cost Principles (as amended by the Act)
  - Assurances and Certifications:
    SF 424 B – Assurances for Non-construction Programs
    29 CFT part 31, 32 – Nondiscrimination and Equal Opportunity Assurance (and regulation)
    CFR part 93 – Certification Regarding Lobbying (and regulation)
    29CFR part 98 – Drug Free Workplace and Debarment and Suspension Certifications (and regulations) Special Clauses/Provisions:
    Other special assurance or provisions as may be required under Federal law or policy, including specific appropriations legislation, the Workforce Investment Act, or subsequent Executive or Congressional mandates.
- That the Wagner-Peyser Act Plan, which is part of this document, has been certified by the State Employment Security Administrator.
- That veterans' services will be provided with Wagner-Peyser Act funds will be in compliance with 38 U.S.C. Chapter 41 and 20 CFR part 1001.

- That it developed and will continue to develop, this Plan in consultation with local elected officials, the local workforce board, the business community, labor organizations and other partners.
- That it will meet the regulatory requirements to procure youth services by a competitive process as outlined in the WIA regulations and State Youth Procurement Guidelines.
- That the LWIB will meet a minimum of four times per year, or once each quarter.
- That all LWIB business will be conducted in accordance with the Arizona Open Meeting Law.
- That it will comply with the nondiscrimination and equal opportunity provisions of the following laws:
  - Section 188 of the Workforce Investment Act of 1998 (WIA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title 1 financially assisted program or activity:
  - Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin.
  - Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
  - The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
  - Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs. The grant recipient also assures that it will comply with 29 CFR part 37 and all other regulations implementing the laws listed above. This assurance applies to the grant recipient's operation of the WIA Title 1-financially assisted program or activity, and to all agreements the grant recipient makes to carry out the WIA Title 1-financially assisted program or activity. The grant recipient understands that the United States has the right to seek judicial enforcement of this assurance.
  - That program services will be provided and funds will be spent in accordance with the Workforce Investment Act and Wagner-Peyser Act legislation, regulations, written Department of Labor and State of Arizona guidance, and all other applicable Federal and State laws. Local plan contents cannot override the legislative and regulatory requirements of the Workforce Investment Act/or the Wagner-Peyser Act.

15. Conflict of Interest

This contract is subject to cancellation for conflict of interest pursuant to A.R.S. §38-511, the pertinent provisions of which are incorporated herein by reference. In addition, Contractor agrees to comply with all applicable conflict of interest provisions contained in Federal and State laws and regulations, including, but not limited to, those governing nepotism.

16. Professional Standards and Levels of Service

In carrying out its duties under this Contract, Contractor shall perform in a humane and respectful manner and in accordance with any applicable professional accreditation standards. Contractor shall obtain and maintain all applicable licenses, permits and authority required for its performance under this Contract.

17.Records, Accounts and Reports to be Maintained by Contractor

Except as otherwise directed in writing by the Director of Division of Health and Community Services, Contract of shall maintain the following written records;

- A list of all applicants and reason for selection or non-selection and participants and their subsequent activities, unless those records are maintained by the One-Stop system.
- A separate account for all monies received under this Contract and accounting principles, and of 41CFR §29-70.207 and other pertinent Federal law and regulations. Such records shall record all expenditures which are used to support invoices and requests for payment from the County under this Contract.
- Accounting records which identify the source and application of any funds used to support activities under this Contract other than the funds provided under this Contract. Such records shall meet generally accepted accounting principles.

18. Records, Accounts and Reports to be Provided to County

Except as otherwise directed in writing by the Director of Division of Health and Community Services, Contractor shall provide County the following reports:

- Monthly invoices for compensation earned and costs incurred
- Monthly report of enrollments and participant activity changes
- Monthly reports of fiscal and program performance
- Such other reasonable records and reports as may be required by the Gila County Division of Health and Community Services Director.

19 Record Retention

Contractor shall retain all records of participant activity, expenses, and equipment purchased through funding under this Contract for seven years after the term of the contract, or, if later, after all other pending matters have been closed. The subcontractor shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.

20. Accountability

County, and any authorized federal, state or local agency, including, but not limited, to, the State of Arizona Department of Economic Security JOBS/WIA Administration, 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 and 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.

21. Closeout

Contractor shall provide to County a final closeout within thirty days after the end of the term of this Contract, on forms provided by County.

22. Audit Requirements

- Federal Requirements (applicable if Federal funds are involved):

  If Contractor is a state or local government or non-profit organization which expends $500,000 or more of federal funds during the year, then, Agency shall provide an annual audit which complies with OMB Circular A-133 (31 U.S.C. § 503,1111,7501 et seq. And

Executive Orders 8248 and 11541) including the compliance supplement OMB Circular A-133, "Audits of State and Local Governments and Non-Profit Organizations."

If total expenditures of Federal awards 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. If total Federal expenditures are $100,000 or less, 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. Agencies with total expenditures of Federal awards less than $50,000 do not have an annual audit requirement.

- State of Arizona Audit Requirements:
  If Contractor is a non-profit organization or local government organizations, Contractor shall comply with ARS § 11-624 "Audit of Non-Profit Corporations Receiving County Monies" which says in part:

  Each nonprofit corporation 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.

  Each nonprofit corporation receiving $50,000 to $100,000 in county assistance in any fiscal year shall file biennially at the corporation's expense with the 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 by an independent certified public accountant.
  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.

- Additional County Requirements:
  - Contractor shall establish and maintain a separate, identifiable accounting of all funds provided by County pursuant to this Contract.
  - County may require any Contractor to provide a program-specific or financial audit at any time by providing written notice to the Contractor. Such notice shall specify the period to be covered by the audit, the type of audit and the time for completion and submission of the audit.
  - All audits provided shall be performed by a qualified, independent accounting firm and shall be submitted to the County within six months of the close of the contract period being audited. It shall include any response Contractor wishes to make concerning any audit findings. Audits shall be submitted to Gila County Community Services Division, P.O. Box 2778, Globe, AZ 85502.
  - Contractor shall pay all costs for audit and County shall not be responsible for audit costs. Grant funds may be used to pay for audit provided the cost is allowable under the appropriate federal or state grant and the cost is specifically included in the grant budget approved by the County.

23. Disallowed Charges or Costs

The cost principle set forth in the Code of Federal Regulations, 48CFR, Chapter 1, Subchapter e, Part 31, (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 allow ability of incurred costs for the purpose of reimbursing costs under contract provisions which provide for the reimbursement of costs. These costs which are specifically defined as unallowable therein, will not be submitted by the Contractor and may not be reimbursed with Department funds. Contractor shall 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.

24. Client Fees

Unless otherwise specified in the Contract for Services, neither the Contractor, nor subcontractors, nor any agent of Contractor shall impose any fees or charges of any kind upon recipients of contract services.

25. Program Income

Contractor shall (a) maintain accurate and complete records pertaining to all Program Income, (b) report Program Income to Gila County on a quarterly basis, and (c) comply with directives issued by Gila County with respect to the disposition of Program Income. Interest income earned in excess of $250 annually must be returned in accordance with requirements at 29 CFR Part 95.22 (1) for non-profit organizations and institutions of higher education. For state, local governments, and tribal governments, interest income earned in excess of $100 annually must be remitted at least quarterly in accordance with 29 CFR Part 97.21(I).

26. Advance Payments

County may advance funds allocated under this Contract only if the Director of Division of Health and Community Services 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 the 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 understanding advance payments. If activities and expenditures billed by Contractor and payable by County under this Contract within sixty days after an advance payment to not equal or exceed the amount of the advance payment, Contractor shall immediately repay the difference to County.

27. Reimbursement of Excess Payment

Within 30 days of a request from County, Contractor shall submit to County the portion of any payment, which exceeds the amount owed under this Contract.

28. Open Participation

Unless otherwise specified in the Contract for Services, participation in programs and activities financially assisted in whole or in part by this Contract shall be open to citizens and nationals of the United States, lawfully admitted permanent resident aliens, lawfully admitted refugees and parolees, and other individuals authorized by the Attorney General to work in the United States.

29. Participant Selection

To be enrolled as a participant in training programs funded under this Contract, an individual must be in need of the training offered by Contractor.

30. Confidentiality

Contractor shall maintain confidential client and applicant files 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.

31. Working Conditions

Where participants are engaged in activities not covered under the Occupational Safety and Health Act of 1970, they shall not be required or permitted to work, be trained, or receive, or receive services in buildings or surroundings or under working conditions, which are unsanitary, hazardous or dangerous to the participants health or safety. Participants employed or trained for inherently dangerous occupations, e.g. fire or police jobs shall be assigned to work in accordance with reasonable safety practices.

32.Personnel

Unless otherwise provided for, 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 for a bona fide employee maintained by the Contractor to secure business.

33. No Displacement of Workers

No currently employed worker shall be displaced by any participant, including partial displacement, such as a reduction in the hour of non-overtime work or a reduction of employment benefits. Contractor shall prohibit such displacement in all subcontracts.

34. Collective Bargaining Agreements

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.

35. Fingerprinting

Contractor shall comply with applicable provisions of A.R.S. § 46-141 and Title 6, Article 4 – Fingerprinting., which are hereby incorporated as provisions of this contract to the extent such provisions are applicable due to statute, case law, County contract or other legal authority.

36. Hearing and Grievances

Contractor shall have a written grievance process to provide all applicants and participants with the opportunity for a fair hearing for grievances and shall advise all applicants and participants of their right to present to the County and/or to the State any grievance arising from the delivery of services, including but not limited to ineligibility determination, service reduction, suspension or termination or quality of service.

37. Sectarian Facilities

Participants shall not be employed on the construction, operation or maintenance of any facility used or to be used for sectarian instruction or as a place of religious worship.

38. Attending at Meetings

County may require Contractor to attend meetings. Contractor shall ensure the attendance of persons performing services under this Contract when the County provides reasonable notice of such meetings.

39. Copyright

Contractor shall not copyright any materials or products developed through contract services or contract expenditures without prior written approval by the County. Upon approval, the State shall have a non-exclusive and irrevocable license to reproduce, publish or otherwise use or authorize the use of any copyrighted material.

40. Minimum Scope and Limits of Insurance

1. Commercial General Liability – Occurrence Form

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

- General Aggregate $2,000,000
- Products – Completed Operations Aggregate $1,000,000
- Personal and Advertising Injury $1,000,000
- Blanket Contractual Liability – Written and Oral $1,000,000
- Fire Legal Liability $ 50,000
- Each Occurrence $1,000,000

a. The Policy shall be endorsed to include the following additional insured language: "The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employee shall be named as additional insured with respect to liability arising out of the activities performed by or on behalf of the Contractor".

b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities 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 Contract.

Combined Single Limit (CSL) $1,000,000

a. The policy shall be endorsed to include the following additional insured language: The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials agents and employees shall be named as 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".

3. Worker's Compensation and Employers' Liability

Workers' Compensation Statutory

Employers' Liability

Each Accident $ 500,000

Disease – Each Employee $ 500,000

Disease – Policy Limit $1,000,000

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

b. 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.

4. **Additional Insurance Requirements:** The policies are to contain, or be endorsed to contain, the following provisions.
   1. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees and the other governmental entity shall be additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by the Contract
   2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
   3. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of its Contract
   4. All certificates required by this Contract shall be sent to the WIA Finance Manager.

41. Indemnification

Each party (as "Indemnitor") agrees to indemnify, defend and hold harmless the other party (as "Indemnities") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees or volunteers.

In addition, Gila/Pinal County shall cause its contractor(s) and subcontractors, if any, to indemnify, defend, save and hold harmless the State of Arizona, any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and their respective directors, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Gila/Pinal County contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from any against any and all claims. It is agreed that such contactor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

42. Amendments

Amendments may be made to this Contract in accordance with the following provisions:

- All amendments shall be in writing and shall conform to applicable law, Federal and state regulations, and County policies and directives. Approval of modifications is at the sole discretion of the County.
- Major modifications shall be by written amendment signed by both parties. Major modifications include modifications that do any of the following:

- Change the purpose of the Contract;
- Increase or decrease the compensation provided for in the Contract;
- Change the term of the Contract;
- Change the scope of assurances of the Contract;
- Change any section of the Contract other than the Scope of Work/Services or budget;
- Any change that is not a minor modification as described below.

- Minor modifications may be made by written memorandum approved and signed by the Director of the Gila County Community Services Division. Minor modifications are changes in the Scope of Work/Services or budget which do not change the purpose or total compensation of this Contract and do not in any way increase the direct or indirect liability of the county under this Contract.

43. Termination/Suspension

- 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 terminations, the County's only obligation to Contractor shall be payment for services rendered prior to the date of termination. In case of termination of funding by the State, Federal government, or other source, County may terminate this Contract by giving five days written notice to Contractor, and shall only be obligated to Contractor to the extent that there is appropriated funding available.

- 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. Advance monies not earned shall be repaid to the County within 30 days of termination or suspension.

- Suspension For Cause: County may suspend operations and payments under this Contract immediately for violation of contractual requirements, unsafe working conditions, violation of Federal or State law, or lack of reasonable progress in accomplishing objectives and service schedules contained in this Contract.

- Non-Appropriation of Funds: Notwithstanding any other provision in this Contract, this Contract may be terminated if for any reason, there is not sufficient appropriated funding available for the purpose of maintaining this Contract. In the event of such termination, County shall have no further obligation to Contractor, other than for services rendered prior to termination.

44. Funding Limitation

If this is a grant-funded project, payments to the Contractor shall not exceed the amount of funds allocated to and made available to County to project. The maximum funding under this Contract is subject to availability and continuation of grant funding. Only grants funds shall be used for compensation paid and payments advanced to Contractor.

Gila County Division of Health and Community Services may reduce payments or terminate this contract without further recourse, obligation or penalty in the event that insufficient funds are appropriated or allocated.

45. Equipment

Equipment is defined as all vehicles, furniture, machinery, electronic data processing (EDP) equipment, software and all other equipment costing $500.00 or more, including all normal and necessary expenses incurred to make the equipment ready for its intended use (e.g. taxes, freight, installation, assembly and testing charges, etc.) with a useful life of greater than one year.

It contractor is authorized to purchase equipment, it shall be itemized in the contract and the contractor shall maintain complete and up-to-date inventory records. If equipment is $5,000 or more, Contractor must notify county prior to purchase so that the County can obtain the required approval from the State.

46. Copyrights and Ownership of Intellectual Property

Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract shall own (for and on behalf of the State the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify ADES, within thirty (30) days, of the creation of any intellectual Property by it or its subcontractor(s). contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all documents(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative action that might have the effect of vesting all or part of the Intellectual Property in any entity other than the Department. The Contractor or its subcontractors are not to dispose or distribute any Intellectual Property without the written authorization of the Department, division, board or commission of the State of Arizona requesting the issuance of this contract shall not disclose the Intellectual Property.

47. Clean Air Act & Clean Water Act

As the Contractor you must be in compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air 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).

48.Energy Policy and Conservation Act

As the Contractor, you must adhere to the standards and policies relating to energy efficiency, which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

49.Davis-Bacon Act

As the Contractor to this agreement, you must comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5) when required by Federal grant program legislation.

50.Copeland "Anti-Kickback" Act

As the Contractor to this agreement, you are expected to comply with the Copeland "Anti"Kickback" Act (18 U.S.C 874 as supplemented in the Department of Labor regulations (29CFR Part 5) when required by Federal grant program legislation.

51.Debt Collection & Audit Resolution

As the Contractor to this Agreement, you must comply with P.L. 105-220 Sections 128, 133, and 184: 20 CFR Part 652, Subpart D, E and G; 20 CFR Part 667 Subparts D-H; 29 CFR Parts 95, 96, 97, and 99: OMB Circular A-21. As the Contractor to this agreement, you agreement, you are required to adhere to Federal Acquisition Regulation 97-03, Part 31; ADES Policies 1-47-01 and 1-47-08; and Workforce Investment Act Guidance Letters #04-06, #09-06 and #18-06.

Among the required controls specified in Title 20 CFR Section 667.500 (a)(2) is the process for collecting debts. Title 20 CFR 667.410 (a) states it is the responsibility of the Contractor, sub-grantee, sub-recipient and/or service provider to conduct regular oversight and monitoring of its WIA activities to determine whether expenditures made against the cost categories and within the cost limitations specified in WIA laws and regulations. Title 20 CFR 667.705 states:

(a) The Contractor is responsible for all funds under its grant(s);
(b) The political jurisdictions(s) of the chief elected officials in a local workforce investment area is liable for any misuse of the WIA grant funds, allocated to the local area under WIA Sections 128 and 133, unless the chief elected officials(s) reaches an agreement with the Governor to bear such liability. The Department of Economic Security (ADES) holds all direct recipients (Contractors) liable for all expenditures of funds.

52. Federal Immigration and Nationality Act

By entering into the contract, the Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal Immigration laws and regulations related to the immigration status of its employees. The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Contract. I-9 forms are available for download at USCIS.GOV.

The State may request verification of compliance for any Contractor or subcontractor performing work under the Contract. Should the State suspect or find that the Contractor or any of its subcontractors are not in compliance, the State may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

53. Scrutinized Business

In accordance with A.R.S. §35-393.06, the Contractor certifies that the Contractor does not have scrutinized business operations in Iran.

1. RFP Cover Sheet
2. Financial Questionnaire
3. Certificate of Intent to Participate in the One-Stop System
4. Sample Contract Operating Budget
5. Work Plan
6. Glossary Definitions

GILA/PINAL WORKFORCE INVESTMENT AREA
REQUEST FOR PROPOSALS

TITLE I YOUTH PROGRAM

PROGRAM YEAR 2012

Agency Submitting Proposal:_____

Address:_____

Contact Person:_____**Title:**_____

Telephone No.:_____**e-mail:**_____**FAX:**_____

Federal ID No:_____

Agency Status:

Public Non-Profit ☐ **Corporation** ☐ **Private Non-Profit** ☐

Private for Profit ☐ **Government** ☐ **Other:**_____

Years in Operation:_____

Target Population:

Older Youth ☐ **Younger Youth** ☐ **Out-of-School** ☐ **In-School** ☐

Other Targets:_____

Total WIA Funds Requested:_____

To the best of my knowledge and belief, all of the information in this proposal is true and correct. The undersigned offers to furnish the services requested and certifies he/she has read, understands, and agrees to all terms, conditions, and requirements of this proposal and is authorized to contract on behalf of the firm named above.

Signature:_____

Typed Name:_____

Title:_____

Date:_____

1. Please check the type of organizations:
   _____ Non-Profit 501 (c)(3)
   _____ Other Non-Profit
   _____ Government Entity
   _____ Sole Proprietorship
   _____ Partnership
   _____ Corporation
   _____ Other

   If non-profit is checked, what year was it incorporated as a 501(c)(3)?

2. Does your agency maintain a manual regarding personnel policies and procedures?
   _____ Yes
   _____ No

   If answer is yes, when was it last updated?_____

   If yes, does the Personnel Manual contain at a minimum?
   - Policies that require records to contain an employee's application for employment, job title and description, hire and termination, date, salary/wage rates, performance appraisals, and effective dates of personnel actions affecting any of these items?
     _____ Yes
     _____ No

   - Policies that require proper time and attendance records for employees be maintained to support all salaries and wages paid?
     _____ Yes
     _____ No

   - Policies that require the agency utilize a formal process that an employee's leave time be earned and taken?
     _____ Yes
     _____ No

3. Does your agency maintain a manual regarding procurement policies and procedures?
   _____ Yes
   _____ No

   If yes, when was it last updated?

   If yes, does the Procurement Manual contain at a minimum?

   - Limits by which a formal bidding processes must be used for goods or services purchased with contract dollars?
     _____ Yes
     _____ No

- Code of Conduct that addresses conflicts of interest as it related to procurement?
  _____ Yes
  _____ No

- Requirements that staff who expend contract dollars be familiar with these procedures.
  _____ Yes
  _____ No

In accordance with Code of Federal Regulations (CFR) Part 74, please respond to the following:

4. If awarded a contract does your organization have sufficient funds to meet obligations while awaiting reimbursement from Gila County?
   _____ Yes
   _____ No

5. Has your organization gone through a bankruptcy?
   _____ Yes
   _____ No

6. Have any contracts ever been terminated for default or non-performance?
   _____ Yes
   _____ No

   If yes, please explain

7. Are there any lawsuits, judgments, tax deficiencies, or claims pending against your organization?
   _____ Yes
   _____ No

8. Has your organization ever been debarred from contracting?
   _____ Yes
   _____ No

9. Does the amount of your organization receives from all Federal sources, warrant that an Annual Single Audit in accordance with A-133 be performed?
   _____ Yes
   _____ No

   If yes, what is the date of the most recent completed single audit?

10. Did the audit identify any findings?
    _____ Yes
    _____ No

    If yes, please provide a copy of the corrective action plans that were developed.

11. As of this date, are there any outstanding findings that you have not addressed?

_____ Yes
_____ No

If yes, please state which findings and the proposed date to correct.

12. Does your organization have a "Cost Allocation Plan"? This is the tool used to determine how specific costs are distributed and charged across one or more funding sources.
_____ Yes
_____ No

If yes, please attach.

13. Does your organization maintain a manual regarding financial policies and procedures?
_____ Yes
_____ No

If yes, when was it last updated?_____

If yes, does the Financial Manual contain at a minimum?

Minimum Accounting Standards such as:

- Maintaining separate accounts for each grant or contract.
  _____ Yes
  _____ No
- Supporting entries to general or subsidiary ledgers by keeping original books of entry such as cash disbursement journals or cancelled checks.
  _____ Yes
  _____ No
- Maintaining adequate supporting documentation for all contract expenditures, including copies of invoices, statements, sales tickets, billings for services, deposit slips, lease/rental agreements, mortgages, an/or any other documentation that, in any way, affect contract expenditures.
  _____ Yes
  _____ No
- Tracking contract expenditures against the approved budget amount within the approved period.
  _____ Yes
  _____ No

Minimum Cash Management Standards such as:

- Identifying first and second signature authority for cash disbursements by maintaining current memo on file.
  _____ Yes
  _____ No
- Controlling use of checks to prevent misuse
  _____ Yes
  _____ No

- Separating responsibilities of staff who initiate purchases versus staff who approve vendor invoices and/or sign checks.
  _____ Yes
  _____ No

- Reconciling bank account statements at least once a month
  _____ Yes
  _____ No

Minimum Payroll Standards such as:

- Requiring written authorization when:
  New employees are added
  Existing employees have changes in rates of pay
  Existing employees are removed from payroll
  Employees' payroll deductions
  Accounting distributions set up of employees' payroll costs
  Payroll time sheets prior to paying employees
  Maintaining Payroll Registers, labor distribution reports, and payroll master control reports.
  _____ Yes
  _____ No

I hereby certify that this agency intends to participate in the One-Stop System in accordance with the Gila/Pinal Workforce Investment Board Five (5) Year Plan and all applicable federal, state and local laws and regulations, together with Gila and Pinal contracting requirements, if funding is awarded for the proposed project.

Connections between the youth program and the One-Stop System may include those that facilitate:

1. The coordination and provision of youth activities;
2. Linkages to the job market and employers;
3. Access for eligible youth to the information and services required in WIA Section 664.400 and 664.410; and
4. Other activities designed to achieve the purposes of the youth program and youth activities as described in WIA Section 129 (a) and 121 (b) (1) (B) (i).

Such participation will include, but not be limited to, assignment of youth services to case managers from the proposed program, at least on a part-time basis, at the Comprehensive One-Stop Center. The case managers will coordinate the seamless delivery of services via methods and practices that are most convenient and accessible for youth. Also, information and referral opportunities to assist youth to access other services will be provided, as appropriate.

Agency Name:_____

Signature:_____

Typed Name and Title:_____

Date Signed:_____

GLOSSARY OF WIA PROGRAM TERMS

ACADEMIC CREDIT: Credit received while a participant is in training which is applicable toward a secondary school diploma, a post-secondary degree, or a certificate of completion consistent with State laws and the requirements of an accredited educational agency.

ADULT MENTORING (YOUTH): Adult mentoring for the period of participation and a subsequent period, for a total of not less than 12 months.

ADVANCED TRAINING: This is an occupational skills employment/training program, not funded under Title I of the WIA, which does not duplicate training received under Title I. It includes only training outside of the One-Stop, WIA, and partner system (i.e., training following exit). (Please note: this term applies to the current WIA younger youth measures only, it does not apply to the common measures).

ADVANCED TRAINING/ OCCUPATIONAL SKILLS TRAINING: To count as a placement for the Youth Common Measures, advanced training constitutes an organized program of study that provides specific vocational skills that lead to proficiency in performing actual tasks and technical functions required by certain occupational fields at entry, intermediate, or advanced levels. Such training should: (1) be outcome-oriented and focused on a long-term goal as specified in the Individual Service Strategy, (2) be long- term in nature and commence upon program exit rather than being short-term training that is part of services received while enrolled in ETA-funded youth programs, and (3) result in attainment of a certificate (as defined below under this attachment).

ALLOWABLE COST: Those costs, which are necessary, reasonable, allocable and allowable under applicable Federal, State and local law for the proper administration and performance of serves to customers.

APPLICANT: Applicants are those persons seeking services, who have filed a completed application and for whom a formal eligibility determination was made, where applicable.

APPRENTICESHIP TRAINING: A formal process by which individuals learn their jobs through a combination of classroom instruction and on-the-job training from a skilled expert in their specific job.

ASSESSMENT: collecting and analyzing information to make judgments about the learning progress of individuals or groups; also, techniques, devices, or instruments used to collect evidence, ranging from formal and standardized (such as TABE) to criterion referenced (CRTs) to alternative (portfolios) to informal (observation checklists).

AT-RISK: A potential drop out is an individual aged 14 through 21 who is enrolled in a secondary school or other educational program and who, for one or more of the reasons listed below, is at risk:

- S/he has poor attendance record (frequent absence, tardiness, and/or truancy); and/or
- S/he is at least one grade level below the performance level for students of the same age as measured in a locally-determined achievement test; and/or
- S/he is recognized by school personnel to be experiencing academic or personal difficulties; and/or

- S/he is a pregnant or parenting teen; and/or
- S/he has formerly dropped out and returned to high school; and/or
- S/he is enrolled in a public alternative school or program; and/or
- S/he has been assessed as chemically dependent; and/or
- S/he is a juvenile offender/diversion program youth; and/or
- S/he has experienced homelessness (as defined by the McKinney-Vento Homeless Assistance Act); and/or
- S/he is a youth with a disability; and/or
- S/be is Limited English Proficient.

BARRIERS TO EMPLOYMENT: Characteristics that may hinder an individual's hiring, promotion or participation in the labor force. Some examples of individuals who may face barriers to employment include: single parents, displaced homemakers, youth, public assistance recipients, older workers, substance abusers, teenage parents, veterans, ethnic minorities, and those with limited English speaking ability or a criminal record or with a lack of education, work experience, credentials, child care arrangements, transportation or alternative working patterns.

BASIC SKILLS: Essential academic and personal abilities that enable a person to succeed in school and the workplace. Traditional referred to as basic education skills - reading, writing, and arithmetic. In recent years, educators and employers have expanded the definition to include a number of cognitive and interpersonal abilities, including the capability to think and solve problems, communicate information in oral, written, and electronic forms, work effectively alone and in teams, and take personal responsibility for self-development

BASIC SKILLS DEFICIENT: The individual computes or solves problems, reads, writes, or speaks English at or below the eighth grade level or is unable to compute or solve problems, read, write, or speak English at a level necessary to function on the job, in the individual's family, or in society. In addition, states and grantees have the option of establishing their own definition, which must include the above language. In cases where states or grantees establish such a definition, that definition will be used for basic skills determination.

BASIC SKILLS GOAL: A measurable increase in basic education skills including reading comprehension, math computation, writing, speaking, listening, problem solving, reasoning, and the capacity to use these skills. (Please note: this term applies to the current WIA statutory youth measures only, it does not apply to the common measures).

BASIC SKILLS TRAINING: Training provided to enhance locally defined inadequacies in levels of basic literacy skills which would improve an individual's ability to function in the labor market and in society.

BEST PRACTICE: Programs, services, or processes that research or expert opinion has shown to be effective through measurable, demonstrated results.

CAREER EXPLORATION: Activities which:

- Assist youth to gain career awareness, make career decisions and plans; and understand market needs, trends, and opportunities;
- Assist youth in making and implementing informed educational and occupational choices;

- Aid youth to develop career options with attention to surmounting gender, race, ethnic, disability, language, or socioeconomic impediments to career options and encouraging careers in non-traditional employment; and
- Orientation to skills and knowledge specific to career path and/or industry, or career related learning standards.

CAREER RELATED MENTORING (YOUTH): An employee or other individual, approved by the employer at a worksite, who possesses the skills and knowledge to be mastered by a student; who provides the student with instruction and challenges the student to perform well: works in consultation with program staff, classroom teachers and the employer as appropriate.

CASE MANAGEMENT: A client-centered approach in the delivery of services, designed to prepare and coordinate comprehensive employment plans, such as service strategies, for participants to ensure access to necessary workforce investment activities, and supportive services, using, where feasible, computer-based technologies; and to provide job and career counseling during program participation and after job placement.

CERTIFICATE: A certificate is awarded in recognition of an individual's attainment of measurable technical or occupational skills necessary to gain employment or advance within an occupation. These technical or occupational skills are based on standards developed or endorsed by employers. Certificates awarded by workforce investment boards are not included in this definition. Work readiness certificates are also not included in this definition. A certificate is awarded in recognition of an individual's attainment of technical or occupational skills by:

- A state educational agency or a state agency responsible for administering vocational and technical education within a state.
- An institution of higher education described in Section 102 of the Higher Education Act (20 USC 1002) that is qualified to participate in the student financial assistance programs authorized by Title IV of that Act. This includes community colleges, proprietary schools, and all other institutions of higher education that are eligible to participate in federal student financial aid programs.
- A professional, industry, or employer organization (e.g., National Institute for Automotive Service Excellence certification, National Institute for Metalworking Skills, Inc., Machining Level I credential) or a product manufacturer or developer (e.g., Microsoft Certified Database Administrator, Certified Novell Engineer, Sun Certified Java Programmer) using a valid and reliable assessment of an individual's knowledge, skills, and abilities.
- A registered apprenticeship program.
- A public regulatory agency, upon an individual's fulfillment of educational, work experience, or skill requirements that are legally necessary for an individual to use an occupational or professional title or to practice an occupation or profession (e.g., FAA aviation mechanic certification, state certified asbestos inspector).
- A program that has been approved by the Department of Veterans Affairs to offer education benefits to veterans and other eligible persons.
- Job Corps centers that issue certificates.
- Institutions of higher education which is formally controlled, or has been formally sanctioned, or chartered, by the governing body of an Indian tribe or tribes.

CITIZEN, U.S.: All persons born in the United States, or whose parents are U.S. Citizens, or who have been naturalized by the U.S. Government.

CLASSROOM TRAINING: Academic and/or occupational training conducted in an institutional setting. Effective classroom training will provide linkages between academic and occupational learning.

COLLABORATION: A mutually beneficial alliance of groups or organizations that come together to achieve common goals. This alliance is characterized by well-defined relationships that include a commitment to: mutual authority and accountability for success; and sharing of resources. It is expected that it transcends individual agency strategies, and will integrate diverse missions, language and cultural concerns to focus on the needs of the customers. Collaboration is strengthened by a formal written agreement, which delineates the responsibilities of each group, organization or entity.

COMMUNITY-BASED ORGANIZATION (CBO): A private nonprofit organization that is representative of a community or a significant segment of a community and that has demonstrated expertise and effectiveness in the field of workforce investment.

CONTINUOUS IMPROVEMENT: commitment to improving performance using a team approach to decision-making using systematic collection and analysis of performance data.

CORE SERVICES: Core services are services that One-Stop Career Centers are responsible for providing for all youths, adults and dislocated workers under WIA. Core services include initial assessment of skill levels, job search and placement assistance, provision of labor market information, provision of information about the performance and cost of education and training providers in the area, career counseling, information about filing unemployment compensation claims, assistance in establishing eligibility for welfare-to-work programs, information relating to the availability of supportive services such as child care and transportation, and follow-up counseling services after someone becomes employed. The WIA mandates that there be universal access to core services.

COST REIMBURSEMENT CONTRACT: A contract format, which provides for the reimbursement of allowable costs, which have been identified and approved in the contract budget, and incurred in the operation of the program. Back-up documentation is required to justify payments made under this type of contract.

CREDENTIAL: A nationally recognized degree or certificate or state/locally recognized credential. Credentials include, but are not limited to, a high school diploma, GED, or other recognized equivalents, post-secondary degrees/certificates, recognized skill standards, and licensure or industry-recognized certificates. States should include all state education agency recognized credentials. In addition, states should work with local workforce investment boards to encourage certificates to recognize successful completion of the training services listed above that are designed to equip individuals to enter or re-enter employment, retain employment, or advance into better employment. (Please note: this term applies to the current WIA statutory adult, dislocated worker, and older youth measures only, it does not apply to the common measures).

DATE OF EXIT: Represents the last day on which the individual received a service funded by the program or a partner program (see definition of “exit”).

DATE OF PARTICIPATION: Represents the first day, following a determination of eligibility (if required), that the individual begins receiving a service funded by the program (see definition of participant).

DEPENDENT: One who relies upon another for support.

DIPLOMA: The term diploma means any credential that the state education agency accepts as equivalent to a high school diploma. The term diploma also includes post-secondary degrees including Associate (AA and AS) and Bachelor Degrees (BA and BS).

DISABILITY: A physical, mental, learning, or emotional/behavioral disability, (including substance abuse). An individual who is disabled and for whom this disability constitutes a substantial barrier to applying for or holding a job.

DOCUMENTATION: The act or an instance of furnishing or authenticating with documents.

DROPOUT (YOUTH): An individual no longer attending school who has not received a Secondary school diploma or General Educational Diploma (GED) (note: a youth attending an alternative school is not a dropout for the purposes of this program).

ECONOMICALLY DISADVANTAGED: An individual who received an income, or is a member of family that received a total of family income, that, in relation to family size, does not exceed the higher of the poverty line; or 70 percent of the lower living standard income level.

EDUCATIONAL GAIN: At post-test, participant completes or advances one or more educational functioning levels from the starting level measured on entry into the program (pre-test).

ELIGIBLE or ELIGIBILITY: Refers to an individual's status in relation to his/her qualification to participate in a WIA funded program. The following are examples of eligibility criteria for various programs: residency, age, economic status, Selective Service registration, serious barriers to employment, plant closures, layoffs, long term unemployment, etc.

ELIGIBLE TRAINING PROVIDER LIST (ETPL): A statewide compilation of providers that are approved to provide training services under WIA. These lists contain consumer information, including cost and performance information for each of the providers, so that participants can make informed choices on where to receive training.

ELIGIBLE YOUTH: An individual who is not less than age 14 and not more than age 21; is a low-income individual; and is an individual who is one or more of the following:

- Deficient in basic literacy skills.
- A school dropout.
- Homeless, a runaway, or a foster child.
- Pregnant or a parent.
- An offender.
- An individual who requires additional assistance to complete an educational program, or to secure and hold employment.

EMANCIPATED MINOR: A youth, aged 16-17, whose parents have entirely surrendered the right to care, custody and earnings of such minor, no longer are under any duty to support or maintain such minor, and/or have made no provision for the support of such minor.

EMPLOYABILITY: A demonstrated level of knowledge, skills, abilities, work behaviors and attitudes necessary to become successful in the labor market.

EMPLOYED AT THE DATE OF PARTICIPATION: An individual employed at the date of participation is one who:

- Did any work at all as a paid employee on the date participation occurs (except the individual is not considered employed if: a) he/she has received a notice of termination of employment or the employer has issued a Worker Adjustment and Retraining Notification (WARN) or other notice that the facility or enterprise will close, or b) he/she is a transitioning service member;
- Did any work at all in his/her own business, profession, or farm;
- Worked 15 hours or more as an unpaid worker in an enterprise operated by a member of the family; or
- Was not working, but has a job or business from which he/she was temporarily absent because of illness, bad weather, vacation, labor-management dispute, or personal reasons, regardless of whether paid by the employer for time off, and regardless of whether seeking another job.

EMPLOYED IN THE QUARTER AFTER THE EXIT QUARTER: The individual is considered employed in a quarter after the exit quarter if wage records for that quarter show earnings greater than zero. When supplemental data sources are used, individuals should be counted as employed if, in the calendar quarter of measurement after the exit quarter, they did any work at all as paid employees (i.e., received at least some earnings), worked in their own business, profession, or worked on their own farm.

EMPLOYED IN THE SECOND OR THIRD QUARTER AFTER THE EXIT QUARTER: The individual is considered employed if wage records for the second or third quarter after exit show earnings greater than zero. Wage records will be the primary data source for tracking employment in the quarter after exit.

When supplemental data sources are used, individuals should be counted as employed if, in the second or third calendar quarter after exit, they did any work at all as paid employees, worked in their own business, profession, or worked on their own farm.

ENGLISH AS A SECOND LANGUAGE (ESL): Adult education for adults whose inability to understand, speak, read, or write the English language constitutes a substantial impairment of their ability to get or retain employment commensurate with their real ability or to function in society or successfully complete the citizenship application process. ESL-Citizenship classes must use ESL as a method and citizenship as content.

ENTERED EMPLOYMENT RATE: A participant who exits from the program and enters (through the efforts of the WIA, Service Provider, or through their own efforts) into regular employment for pay. State Unemployment Wage records will be the primary data source for tracking this outcome, therefore, employment is currently defined as an individual showing any amount of earnings in the quarter following exit.

ENROLLMENT: An eligible participant who has been referred for WIA services and for whom enrollment documents have been completed.

ENROLLMENT DATE: The date on which an individual began to receive program services after initial screening for eligibility and suitability. Synonymous with “enrollment” is “participation” and “registration”.

EXIT: The term “program exit” means a participant does not receive a service funded by the program or funded by a partner program for 90 consecutive calendar days and is not scheduled for future services.

EXITER: (point of exit for counting performance outcomes) A participant who has a termination date within the quarter and has not received any WIA service for 90 days, and there are no future services scheduled, then that participant has exited WIA for the purposes of performance measurement.

EXIT QUARTER: Represents the calendar quarter in which the date of exit is recorded for the individual.

FAMILY: The term "family" means two or more persons related by blood, marriage, or decree of court, who are living in a single residence, and are included in one or more of the following categories:

- A husband, wife and dependent children.
- A parent or guardian and dependent children.
- A husband and wife.

For purposes of this definition:

- A step-child or a step-parent is considered to be related by marriage.
- One or more persons not living in the single residence but who are claimed as a dependent on the family's most recent federal income tax return will be presumed to be, unless otherwise demonstrated, a member of the family.

FAMILY OF ONE: The following may be considered a family of one for the purpose of determining eligibility:

- An adult or youth with a physical, mental, learning, or emotional/behavioral disability. (This includes substance abuse. The disability must e documented if pertinent to eligibility.)
- An individual 14 years of age or older not living with his/her family and receiving less than 50 percent of his/her maintenance from the family.
- An individual 18 years of age or older living with his/her family who received less than 50 percent of his/her maintenance from the family and is not the principal earner nor the spouse of the principal.

FAMILY INCOME: The income received from included sources of all members of the family. Self-employment is to be determined on the basis of the most recently submitted federal income tax return or on the basis of annualized proceeds posted in more up-to-date acceptable accounting records. All other income is to be annualized based on receipts during the past six months.

FAMILY SIZE: The maximum number of family members during the income determination period. For a separated or divorced applicant, income shall be pro-rated depending on the length of time during the last six months the applicant lived with the other wage earner. The "actual" family size is the actual number of members in the family without regard to an eligibility test.

The "eligible" family size refers to the number in the family for income eligibility purposes.

For instance, a disabled child living with his or her parents can be considered a "family of one" under current guidelines.

FOLLOW-UP SERVICES: All youth participants must receive follow-up services for a minimum duration of 12 months after exiting the program. The types of services provided must be based on the needs of the individual. Follow-up services may include: leadership development; supportive services; regular contact with the youth's employer, including addressing work-related problems that arise; assistance with job development, career development and further education; work-related peer support groups; adult mentoring; and tracking the progress of youth in employment after training.

FOSTER CHILD: A youth 14-21 years of age on whose behalf state or local government payments (excluding OASID) are made. This may include youth who have been made a ward of the state by a court, including those in the following categories:

- Youth in State Institutions;
- Youth in Community Group Homes;
- Youth in Foster Homes
- Parolees

GED: The General Education Development awarded by the state to persons who have passed a specific examination.

GENERAL ASSISTANCE: A benefit program paid on the State or local determination of need. Applicant is automatically categorized as "Economically Disadvantaged".

GRADUATE: A person who has successfully completed a course or level of study and been awarded a certificate, diploma or degree.

HIGH SCHOOL: An academic program, operated by a state-approved entity, covering relevant course work for grades 9-12 or 10-12, as decided by the state or local school district.

HIGH SCHOOL GRADUATE: An adult or youth who has received a high school diploma, but who has not attended any post-secondary vocational, technical, or academic school.

HOMELESS PERSON: An individual who does not have a permanent residence, and whose primary nightly sleeping place is:

- A supervised publicly or privately-operated shelter designed to provide temporary living accommodations (including welfare hotels, congregate shelters, and transitional housing for the mentally ill); or

- An institution that provides a temporary residence for individuals intended to be institutionalized; or

- A public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings.

HOMELESS/RUNAWAY (YOUTH): A youth who lacks a fixed, regular, adequate nighttime residence. Includes those who have a primary nighttime residence that is a public or private shelter, an institution providing temporary residence, public or private place not designated or ordinarily used as a regular sleeping accommodation. Runaway is defined as a person under 18 years of age that absents themselves from home or place of residence without permission of parent or legal guardian.

INDIVIDUAL SERVICE STRATEGY: A written outline of employment and training goals needed for a youth to attain self-sufficiency by finding and maintaining employment. The ISS establishes short-term and long-term goals around post-secondary education and/or career employment. An ISS may include activities to prepare the participant for employment, services to remove barriers to employment, training and job search. Individual Service Strategies must be regularly reviewed and updated as changes occur in employment goals, barriers, and program services or support services needs.

INDIVIDUAL WITH A DISABILITY: An individual with any disability (as defined in section 3 of the Americans with Disabilities Act of 1990 (42 U.S.C. 12102).

IN-KIND CONTRIBUTION: Contributions provided by a service provider from non-WIA sources to support a WIA training program. In-kind contributions must be itemized in the proposal and contract budgets and are subject to audit.

INTAKE: Includes the screening and determination of an applicant for eligibility and: (1) a determination of whether the program can benefit the individual; (2) an identification of the employment and training activities and services which would be appropriate for that individual; (3) a determination of the availability of an appropriate employment and training activity; (4) a decision on selection for participation, and (5) the dissemination of information on the program.

INTERNSHIP (YOUTH): A structured work experience involving specific occupational skills development goals in addition to learning goals; includes the expectation that the student, upon completion of the internship, will demonstrate skills necessary for entry-level employment in the occupational area of the internship.

JOB DEVELOPMENT: The process of marketing a program participant to employers, including informing employers about what the participant can do and soliciting a job interview for that individual with the employer.

JOB PREPARATION: Job search skills training including, which provides the participant with the instruction to obtain part-time or full time employment. These skills may include resume writing, interviewing skills, telephone techniques, and job acquisition skills.

JOB SHADOWING: A participant follows an employee for one or more days to learn about a particular occupation or industry. Participants can explore a range of career objectives.

JOB-SEEKER: Anyone who needs/seeks employment, training and/or information services related to employment. These individuals can be seeking first, new, or better jobs.

LABOR MARKET AREA: A labor market area is defined by the U.S. Bureau of Labor Statistics as an economically integrated geographic area within which individuals can reside and find employment, or can readily change employment without changing their place of residence.

LABOR MARKET INFORMATION: The body of information that deals with the functioning of labor markets and the determination of the demand for and supply of labor. It includes, but is limited to such key factors as changes in the level and/or composition of economic activity, the population, employment and unemployment, income, earnings, wage rates and fringe benefits.

LACKS SIGNIFICANT WORK HISTORY: An adult or youth who had not worked for the same employer for longer than three consecutive months in the two years prior to eligibility determination. A suggested approach for obtaining information on whether a participant lacks a significant work history: To the participant, "Think back over the past two years about full-time and part-time jobs you've had. Which employers did you work for during this period? How long did you work for Employer A, for Employer B, for Employer C, etc.?"

LAST EXPECTED SERVICE: Occurs when the participant completes the activities outlined in his or her service strategy or service plan and there are no additional services expected other than supportive or follow-up services. Last expected service may also occur in situations where the participant voluntarily or involuntarily discontinues his or her participation in services outlined in the service plan.

LAST EXPECTED SERVICE DATE: This date is used to determine when a customer becomes a part of the sampling frame for the customer satisfaction survey. In many instances, this date will be the same as the exit date. In situations where a case was ended, reopened within 90 days of the original closure date, and then ended again, the date used to determine inclusion in the sampling frame is the initial last expected service date. This date is also the date that triggers follow-up services as long as no additional services are provided (other than supportive or follow-up services) 90 days following this date.

LEADERSHIP DEVELOPMENT: Leadership development opportunities are one of the required youth program elements. Leadership development may include: exposure to postsecondary educational opportunities; community and service learning project; peer centered activities, including peer mentoring and tutoring; organizational and teamwork training; decision-making and setting priorities; citizenship training, including life skills training such as parenting, work behavior training, budgeting of resources, employability (pre-employment skills); and positive social behaviors (soft skills), i.e., positive attitudinal development, self-esteem, cultural diversity, and work simulation activities (work maturity skills). Leadership skills might be viewed as those skills characteristic of productive workers and good citizens.

LEGAL ALIEN: A person who is a citizen of another country but who has permission from the government to live in the United States. Not all legal aliens are authorized to work in the U.S.

LIFE SKILLS (YOUTH): Activities and/or training that assist youth to develop marketable work habits. May include modules/training/curriculum instruction in personal finance and budgeting, parenting/pregnancy prevention, self-leadership (e.g. conflict resolution, public speaking, and management), cultural history and diversity, nutrition/fitness, and health).

LIMITED ENGLISH PROFICIENCY: Inability of an applicant, whose native language is not English, to effectively communicate in English, resulting in a barrier to employment.

LINKAGE: Any mechanism that connects or ties services together.

LITERACY: An individual's ability to (1) read, write, and speak in English, and (2) compute and solve problems, at levels of proficiency necessary to function on the job, in the family, and in society.

LIVING WAGE: An earning level that supports self-sufficiency without reliance on public and private subsidies.

LOCAL AREA: A local workforce investment area designated under section 116 of WIA.

LOCAL BOARD: A local workforce investment board established under section 117 of WIA.

LOCAL PERFORMANCE MEASURE: Local indicators of performance that include the 15 core indicators of performance and the two customer satisfaction measures as required under WIA.

LOCAL WORKFORCE INVESTMENT AREA (LWIA): Local Workforce Investment Area means the designated geographic area in which collaborative members will provide workforce services.

LOWER LIVING STANDARD INCOME LEVEL (LLSIL): The income level (adjusted for regional, metropolitan, urban, and rural differences and family size) determined annually by the Secretary of Labor based on the most recent lower living family budget issued by the Secretary.

LOWER LIVING STANDARD: The income standards established by the Director of the Office of Management and Budget to determine economically disadvantaged status. The standards are updated annually. (See Section IV for current LLSIL information).

LOW-INCOME INDIVIDUAL:

- Receives, or is a member of a family that receives, cash payments under a Federal, State, or local income-based public assistance program;
- Received an income, or is a member of a family that received a total family income, for the 6-month period prior to application for the program involved (exclusive of unemployment compensation, child support payments, payments described in subparagraph (A), and old-age and survivors insurance benefits received under section 202 of the Social Security Act (42 U.S.C. 402)) that, in relation to family size, does not exceed the higher of—
    - The poverty line, for an equivalent period; or
    - 70 percent of the lower living standard income level, for an equivalent period;
- Is a member of a household that receives (or has been determined within the 6-month period prior to application for the program involved to be eligible to receive) food stamps pursuant to the Food Stamp Act of 1977 (7 U.S.C. 2011 et seq.);
- Qualifies as a homeless individual, as defined in subsections (a) and (c) of section 103 of the Stewart B. McKinney Homeless Assistance Act (42 U.S.C. 11302);
- Is a foster child on behalf of whom State or local government payments are made; or
- In cases permitted by regulations promulgated by the Secretary of Labor, is an individual with a disability whose own income meets the requirements of a program described in subparagraph (A) or of subparagraph (B), but who is a member of a family whose income does not meet such requirements.

MEMORANDUM OF UNDERSTANDING (MOU): an agreement developed and executed between the local workforce investment board and all WIA-mandated One-Stop partners relating to the operation of the One-Stop system in the local area; may be developed as a single umbrella MOU or individual agreements with partners.

MENTORING: serving as a model for others who are inexperienced; includes both the physical modeling of a task or behavior as well as the mental (thinking) steps required to effectively perform the task or behavior.

MILITARY SELECTIVE SERVICE ACT (MSSA): A federal law which required that all males born on or after January 1, 1960 register with the Selective Service System on their 18th birthday.

MINIMUM WAGE: The lowest wage set by Congress or a state, whichever is higher, which an employer may pay employees. Certain occupations are except from the minimum wage laws including farm workers, restaurant wait staff, and babysitters.

MONITORING: The process of observing and/or reviewing performance may include on-site observation, review of paperwork and files, interviews with staff or participants, telephone conversation, and formal evaluation of compliance elements.

MOST-IN-NEED: Those people in a given area who, because of ethnic, educational, socio-economic, or other factors, are least able to support themselves and their families.

NONTRADITIONAL EMPLOYMENT: Occupations or fields of work for which individuals from one gender comprise less than 25 percent of the individuals employed in each such occupation or field of work.

NOT EMPLOYED AT THE DATE OF PARTICIPATION: An individual is also considered not employed at the date of participation when he/she (a) did not work at all as a paid employee on the date participation occurs, (b) has received a notice of termination of employment or the employer has issued a WARN or other notice that the facility or enterprise will close, or (c) is a transitioning service member.

OBJECTIVE ASSESSMENT (YOUTH): An assessment of the academic levels, skill levels, and service needs of each participant, which shall include a review of basic skills, occupational skills, prior work experience, employability, interests, aptitudes (including interests and aptitudes for nontraditional jobs), supportive service needs, and developmental needs of the participant.

OCCUPATIONAL SKILLS: Those skills involving the technical abilities to perform required workplace tasks, including problem solving and critical thinking.

OCCUPATIONAL SKILLS GOAL: A measurable increase in primary occupational skills encompassing the proficiency to perform actual tasks and technical functions required by certain occupational fields at entry, intermediate or advanced levels. Secondary occupational skills entail familiarity with and use of set-up procedures, safety measures, work-related terminology, record keeping and paperwork formats, tools, equipment and materials, and breakdown and clean-up routines. (Please note: this term applies to the current WIA statutory youth measures only, it does not apply to the common measures).

OCCUPATIONAL SKILLS TRAINING (OST): Training that provides vocational skills in classroom setting.

OFFENDER: An individual who is or has been subject to any stage of the criminal justice process for whom services may be beneficial or who requires assistance in overcoming artificial barriers to employment resulting from a record of arrest or conviction.

ON-THE-JOB TRAINING (OJT): Training by an employer that is provided to a paid participant while engaged in productive work in a job that-- (A) provides knowledge or skills essential to the full and adequate performance of the job; (B) provides reimbursement to the employer of up to 50 percent of the wage rate of the participant, for the extraordinary costs of providing the training and additional

supervision related to the training; and (C) is limited in duration as appropriate to the occupation for which the participant is being trained, taking into account the content of the training, the prior work experience of the participant, and the service strategy of the participant, as appropriate. Usually in the OJT agreement, this is a promise on the part of the employer to hire the trainee upon successful completion of the training.

ONE-STOP CAREER CENTERS: One-Stop Career Centers offer customer-focused services to employers and job seekers and include easy access to integrated and comprehensive employment, training, and education services. Arizona's One-Stop Career Center System is designed to ensure that local partnerships are developed, and that services are customer focused, easily usable and accessible, and tailored to meet the specific needs of local labor markets. You may find additional information on Arizona's One-Stop system at: http://www.de.state.az.us/oscc/

ONE-STOP OPERATOR: One or more entities designated or certified under section 121(d) of WIA.

ONE-STOP PARTNER: An entity described in section 121(b)(1) if WIA; and an entity described in section 121(b)(2) that is participating, with the approval of the local board and chief elected official, in the operation of a one-stop delivery system.

ORIENTATION: Provides information about the types of services available, develops motivation and interest in the program, explains the application, selection and eligibility process, and assists applicants in preparing for the process.

OUTCOME: Documented effect or impact of a service or intervention on an individual. Outcomes are what the program efforts are designed to achieve. Proposed outcomes must be stated in terms of measurable indicators.

OUTREACH (RECRUITMENT): Activity involves the collection, publication, and dissemination of information on program services directed toward economically disadvantaged and other individuals eligible to receive WIA training and support services.

OUT-OF-SCHOOL YOUTH: An eligible youth who is a school dropout, or who has received a secondary school diploma or its equivalent but, is basic skills deficient, unemployed, or underemployed (WIA section 101(33)). For reporting purposes, this term includes all youth except: (i) those who are attending any school and have not received a secondary school diploma or its recognized equivalent, or (ii) those who are attending post-secondary school and are not basic skills deficient.

PARTICIPANT FILE: A file containing the application, enrollment, status change and termination forms, documentation of eligibility, employability development plan and progress notes on a participant.

PARTICIPANT: A participant is an individual who is determined eligible to participate in the program and receives a service funded by the program in either a physical location (One-Stop Career Center or affiliate site) or remotely through electronic technologies.

PARTICIPATION QUARTER: Represents the calendar quarter in which the date of participation is recorded for the individual.

PHYSICAL LOCATION: A physical location means a designated One-Stop Career Center, an affiliated One-Stop partner site, including a technologically linked access point, where services and activities funded by the program are available, or other specialized centers and sites designed to address special customer needs, such as company work sites for dislocated workers.

POST-SECONDARY EDUCATION: A program at an accredited degree-granting institution that leads to an academic degree (e.g., A.A., A.S., B.A., B.S.). Programs offered by degree-granting institutions that do not lead to an academic degree (e.g., certificate programs) do not count as a placement in post-secondary education, but may count as a placement in "advanced training/occupational skills training."

POST-TEST: A test administered to a participant at regular intervals during the program.

POST SECONDARY: Education subsequent to receiving a high school diploma or general equivalency degree.

POTENTIAL DROPOUT (AT RISK OF DROPPING OUT): A youth who is experiencing a lack of academic success as evidenced by basic skills deficiency, by at least one school year in school credit as determined by school records, failing grades, or below GPA

POVERTY LEVEL: The level of income established by the Department of Health and Human Services at which a person or family is living in poverty.

PRE-TEST: A test used to assess a participant's basic literacy skills, which is administered to a participant up to six months prior to the date of participation, if such pre-test scores are available, or within 60 days following the date of participation.

PREGNANT TEEN: A female youth age 14-20 who is carrying an unborn fetus.

PROGRAM ELEMENTS: Local programs must include each of the ten program elements as options available to youth participants.

PROJECT-BASED LEARNING: Learning experiences which engage students in complex, real world projects through which they develop and apply skills and knowledge, which take effort and persistence over time, result in the creation of something that matters to them and has an external audience. Employment and community partners provide students with ongoing coaching and expert advice on projects, particularly in regard to effective strategies and tools used in the workplace. Projects should be authentic, involve academic rigor, applied learning, active exploration, adult connection and assessment practices.

PUBLIC ASSISTANCE: Financial cash payments made by federal, state or local program to individuals who meet specific income criteria.

PY: Program Year. The 12-month period beginning July 1, and ending, on June 30, in the fiscal year for which the appropriation is made.

QUALIFIED APPRENTICESHIP: A program approved and recorded by the ETA Bureau of Apprenticeship and Training or by a recognized state apprenticeship agency or council. Approval is by certified registration or other appropriate written credential.

QUALIFIED STAFF: Individuals that have experience or education that qualifies the individual to conduct the training, or deliver the services contracted for.

RESIDENCE: A person's primary or permanent dwelling or home. If a person is institutionalized or incarcerated, their place of institutionalization or incarceration is their primary residence.

RETENTION (YOUTH): Continued retention in work, school, training, education, military.

RETENTION RATE: The number of WIA customers placed, who are employed at the end of the retention period after exiting from the program, divided by the total number of customers exited in a specific time period.

RUNAWAY YOUTH: A runaway youth is an individual 21 years of age or less who has absented himself or herself from home or place of legal residence without the permission of parent(s) or legal guardian.

SCHOOL DROPOUT: The term "school dropout" means an individual who is no longer attending any school and who has not received a secondary school diploma or its recognized equivalent.

SECONDARY SCHOOL: As defined in section 14101 of the Elementary and Secondary Education Act of 1965 (20 U.S.C. 8801).

SELECTIVE SERVICE REGISTRANT: A person who has complied with the Military Selective Service Act and submitted a registration form to the Selective Service System

SELF-SUFFICIENCY: An adequate standard of living without cash benefits. Self-sufficiency services are services that assist WIA recipient to expand strengths and resources necessary for self-sufficiency, or to reduce or eliminate barriers to self-sufficiency.

SERVICES PROVIDER: An entity such as a CBO, an educational institution, or a commercial organization, which delivers services to WIA participants under a contract.

SOFT SKILLS: Workplace standards of behavior needed to interact and cooperate effectively with co-workers and the general public.

SOURCE DOCUMENTATION: Hard copy documentation which proves a person's eligibility.

STATE BOARD: A State workforce investment board established under section 111.

STRATEGIC PLANNING: The continuous and systematic process whereby guiding members of an organization make decisions about its future, develop the necessary procedures and operations to achieve that future state, and determine how success is to be measured.

STRUCTURED WORK EXPERIENCE: A competency-based educational experience that occurs at the work site but is tied to the classroom curriculum that coordinates and integrates school-based instruction with work site experiences.

SUBCONTRACT: Any compensated services performed by an individual or entity other than staff or the service provider; e.g., consultants, contracts for professional services, etc.

SUBSIDIZED WORK EXPERIENCE: A career-linked job at a public or private site in which the wages paid to an employee are financially supported by a private, state or local employment and training program.

SUBSTANCE ABUSE: The use of drugs or alcohol to the extent that the substance creates a physiological disorder or condition which is the result of or contributes to emotional illness.

SUPPORTIVE SERVICES: Services such as transportation, child care, dependent care, housing, and needs-related payments, that are necessary to enable an individual to participate in activities authorized under WIA, consistent with the provisions of this title.

TEEN PARENT: A male or female, age 14-20, who is legal parent of a child or an unborn fetus.

TRAINING SERVICES: These services include WIA-funded and non-WIA funded partner training services. These services include: occupational skills training, including training for nontraditional employment; on-the-job training; programs that combine workplace training with related instruction, which may include cooperative education programs; training programs operated by the private sector; skill upgrading and retraining; entrepreneurial training; job readiness training; adult education and literacy activities in combination with other training; and customized training conducted with a commitment by an employer or group of employers to employ an individual upon successful completion of the training.

UNDER-EMPLOYED: An individual who is working part-time but desires fulltime employment, or who is working in employment not commensurate with the individual's demonstrated level of educational attainment.

UNEMPLOYED: An individual who is without a job and who wants and is available for work. The determination of whether an individual is without a job shall be made in accordance with the criteria used by the Bureau of Labor Statistics (BLS) of the Department of Labor in defining individuals as unemployed.

NOTE: Unemployed should not be confused with the term "not employed". The term unemployed" is a very precise term used by BLS (see above) while the term "not employed" is more analogous to "street talk" about one's not having a job regardless of whether the individual is "ready, willing and able to work".

VETERAN: An individual who served in the active military, naval, or air service, and who was discharged or released from such service under conditions other than dishonorable.

VOCATIONAL TRAINING: Provides customers with long or short-term training in a community college, university, vocational school or business environment to improve employability in the local labor market. The training can provide basic skills, upgrade current skills, develop new technical skills, improve language skills and prepare customers for employment in high growth occupations.

WAGES: Earnings paid to an individual by an employer for services performed.

WORK-BASED LEARNING ACTIVITIES: Activities offered which are designed to enable youth to gain exposure to the working world, acquire personal attributes, industry defined skill standards, and knowledge needed to obtain a job and advancement in employment. Activities should be designed to master progressively higher levels. Activities must be relevant to the career plan and include but are not limited to:

- Career Related Mentoring
- Community Service Learning
- Entrepreneurial Work Experience
- Internship
- Job Shadow
- Project-Based Learning
- Subsidized Work Experience and Structured Work Experience

WORK EXPERIENCE: Work experiences are planned, structured learning experiences that take place in a workplace for a limited period of time. Work experiences may be paid or unpaid. The work place may be in the private, for-profit sector, the non-profit sector, or the public sector. Work experiences are designed to enable youth to gain exposure to the working world and its requirements. These experiences should help youth to acquire the attributes, knowledge, and skills to obtain a job and advance in employment. One of the ten required youth program elements.

WORKFORCE INVESTMENT ACT (WIA) OF 1998: federal legislation designed to coordinate and streamline all components of the nation's workforce development system, including employment, job training, education, and vocational rehabilitation services for youth (ages 14-21), adults, and dislocated workers.

The purpose of this Act is to establish programs to prepare youth and unskilled adults for entry into the labor force and to afford job training to those economically disadvantaged individuals and other individuals, including veterans, who face serious barriers to employment and who are in need of such training to obtain prospective employment. The Act requires the ASVET to consult with the Secretary of the DVA to ensure that programs funded under VWIP of this Act meet the employment and training needs of service-connected disabled, Campaign and recently separated veterans and are coordinated, to the maximum extent feasible, with-related programs and activities.

WORKFORCE INVESTMENT ACTIVITIES: The array of activities permitted under Title I of WIA, which include employment and training activities for adult, dislocated workers, and youth.

WORK PLAN: That portion of the contract document, which describes the work, to be performed by means of specifications or other minimum requirements, quantities, performance dates and a statement of the quality expected.

WORK READINESS: Completion of one or more workforce readiness skill activities appropriate to the service plan development for the participant, which could include:

- Career Related Assessment and Goal Setting
- Pre-Employment Training
- Work Experiences/Internships
- Job Shadows
- Career Explorations
- On-the-Job Training

WORK READINESS SKILLS: A measurable increase in work readiness skills Goal including world-of-work awareness, labor market knowledge, occupational information, values clarification and personal understanding, career planning and decision making, and job search techniques (resumes, interviews, applications, and follow-up letters). They also encompass survival/daily living skills such as using the phone, telling time, shopping, renting an apartment, opening a bank account, and using public transportation. They also include positive work habits, attitudes, and behaviors such as

punctuality, regular attendance, presenting a neat appearance, getting along and working well with others, exhibiting good conduct, following instructions and completing tasks, accepting constructive criticism from supervisors and co-workers, showing initiative and reliability, and assuming the responsibilities involved in maintaining a job. This category also entails developing motivation and adaptability, obtaining effective coping and problem-solving skills, and acquiring an improved self image. (Please note: this term applies to the current WIA statutory youth measures only, it does not apply to the common measures).

YOUTH: For WIA purposes a youth is an individual between 14 and 21 years of age, inclusive. Younger youth are between 14 and 18 years of age and Older Youth are between 19 and 21 years of age.

YOUTH COUNCIL: A council established under section 117(h) of WIA.

SUGGESTED REFERENCES:
WORKFORCE INVESTMENT ACT (WIA)
WIA FEDERAL REGISTER: 20 CFR PART 652 et al.

INTERGOVERNMENTAL AGREEMENT (IGA)
Between
PINAL COUNTY AND CENTRAL ARIZONA COLLEGE

Intergovernmental Agreement between Pinal County and Central Arizona College ("Contractor").

WHEREAS the Contractor shall provide employment and training services under the Workforce Innovation and Opportunity Act of 2014 to eligible Youth in the amount of $ 1,076,982 for Program Year 2015 from July 1, 2015 through June 30, 2016; and

WHEREAS these services shall be provided in accordance with federal and state regulations and the most current local plan; and

WHEREAS Pinal County and the Contractor are authorized by A.R.S. § 11-952 et seq. to enter into agreements for joint or cooperative action to contract for the services specified in this contract; and

WHEREAS, Pinal County and Contractor agree to abide by all the terms and conditions set forth in this Contract.

NOW THEREFORE, in consideration of the mutual undertakings herein contained, the Parties agree as follows:

BY SIGNING THIS FORM ON BEHALF OF THE CONTRACTOR, THE SIGNATORY CERTIFIES HE/SHE HAS THE AUTHORITY TO BIND THE CONTRACTOR TO THIS INTERGOVERNMENTAL AGREEMENT (IGA).

PINAL COUNTY	**CENTRAL ARIZONA COLLEGE**
Signature Cheryl Chase	Signature
Printed Name Cheryl Chase	Printed Name Chris Wodka
Title Chairwoman Board of Supervisors	Title VP Business Affairs/CFO
Date June 24, 2015	Date June 30, 2015
Pinal County Contract Number	Contract Number

IN ACCORDANCE WITH A.R.S. § 11-952, THIS IGA HAS BEEN REVIEWED BY THE UNDERSIGNED WHO HAVE DETERMINED THAT THIS IGA IS IN APPROPRIATE FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO EACH RESPECTIVE PUBLIC BODY.

PINAL COUNTY ATTORNEY

By: _____ *Pinal County Attorney*

Date: 6/18/15

By: Janet R Mamuto *Central Arizona College's Legal Counsel*

Date: 6/30/15

1.0 PINAL WORKFORCE DEVELOPMENT BOARD MISSION STATEMENT
"The Pinal Workforce Development Board's (PWDB's) mission is to act as a catalyst for change by identifying and utilizing community resources and broad-based partnerships to improve the vitality of the economy through the quality of the workforce; and to strengthen the business community in Pinal County through partnerships, education, and employment opportunities to help drive economic development."

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2.0 PARTIES
2.1 This Intergovernmental Agreement (IGA or Agreement) is between Pinal County and Central Arizona College called the "Contractor".

3.0 TERM OF AGREEMENT
3.1 **TERM**
The term of this agreement shall have an effective date of JULY 1, 2015 and end on June 30, 2016, unless otherwise agreed upon by both parties in writing.
3.2 **EXTENSION**
This Agreement may be extended through a written amendment by mutual agreement of the parties.
3.3 **TERMINATION**
3.3.1 This Agreement may be terminated by mutual agreement of the parties at any time during the term of this Agreement.
3.3.2 Each party shall have the right to terminate this Agreement by hand-delivering to the other party written notice of termination at least thirty (30) days prior to the effective date of said termination.
3.3.2.1 It is mutually agreed however that, prior to the termination of this Agreement, reasonable efforts shall be made to discuss options for preserving this Agreement, including amendments if necessary. PINAL COUNTY reserves the right to terminate the IGA in whole or in part at any time, when in the best interests of PINAL COUNTY without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to PINAL COUNTY. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the IGA shall become the property of and be delivered to PINAL COUNTY upon demand. The Contractor shall be entitled to receive just and, equitable compensation for work in progress, work completed, and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

4.0 AMENDMENTS OR MODIFICATIONS
4.1 This Agreement may be amended or modified at any time by mutual agreement. No agent, employee or other representative of either party is empowered to alter any of the terms of the Agreement, unless done in writing and signed by the authorized representative of the respective parties.
4.2 Either party shall give written notice to the other party of any non-material alteration that affects the provisions of this Agreement. Non-material alterations that do not require a written amendment are as follows:

1. Change of telephone number;
2. Change in authorized signatory; and
3. Change in the name and/or address of the person to whom notices are to be sent.

5.0 PURPOSE OF AGREEMENT
5.1 The purpose of this Agreement is to provide Workforce Innovation and Opportunity Act (WIOA) Title 1B services to eligible Youth throughout the designated Local Workforce Development Area (LWDA). These services will be provided in accordance with Federal and State regulations and the most current local area plan

6.0 MANNER OF FINANCING
6.1 WIOA Title 1B CFDA # 17.259 (Youth)
6.2 **Period of Availability for Expenditure of WIOA Funds**
6.2.1 The Contractor agrees that Pursuant to Notice of Proposed Rule Making (NPRM) 683.110, funds allocated by a State to a local area under subpart- A sections 127(b) and 132(b), for any Program year

are available for expenditure only during that program year and the succeeding program year. Funds that are not expended by a local area in the two-year period described in paragraph (b) (1) of section 128 (b) and 133(b) of the Workforce Innovation and Opportunity Act shall be returned to PINAL COUNTY. Funds so returned are available for expenditure by State, PINAL COUNTY and local recipients and sub recipients only during the third program year of availability. These funds may be used for statewide projects, or distributed to other local areas, which had fully expended their allocation of funds for the same program year within the two- year period.
6.2.2 See Attachment B – Allocation by Program & Fiscal Year for the period of availability by Program & Fiscal Year for funds allocated under this IGA.
6.2.3 All final expenditure reports and cash draw requests for the Local Area Formula Funds shall be submitted per Attachment B. No extensions shall be granted to the requirement to submit the final expenditure and cash draw requests.
6.2.4 The maximum Contract reimbursement established in paragraph 6.2.2 above shall not exceed the current obligation authority of the Contractor.
6.3 **Rescission of Funds**
If the Federal Funding Source informs the State that it is rescinding funding from the State and where PINAL COUNTY must in turn rescind from a Contractor(s) who may hold one or more Contracts for services funded under the specified Federal Funding Source, PINAL COUNTY may take action in the following sequence
6.3.1 Rescind the required amount of funds from unexpended funds from the designated previous period(s) of time.
6.3.2 Rescind the required amount of funds from unexpended funds from the designated current period(s) of time.
6.3.3 Decrease the required amount of funds from funds from a designated future period(s) of time.

7.0 SERVICE DESCRIPTION
7.1 Program eligibility will be conducted on each applicant prior to the provision of services. Eligibility will include determination of family size, family income for the previous six-month period, educational status, and identification of any barriers or issues that impact attaining and/or retaining employment. Services shall comply with the Workforce Innovation and Opportunity Act as amended and applicable federal and state regulations.

8.0 Services:
8.1 Youth Workforce Investment Activities:
8.1.1 Provide to WIOA Title 1B eligible youth, who are either in-school, ages fourteen to twenty-one (14-21) (unless an individual with a disability who is attending school under State law) or out-of-school, ages sixteen to twenty-four (16-24). Expenditures for in-school youth shall not exceed 25% of all Youth funds available.
8.2 **The expenditures for all programs** will comply with 2 CFR 200; Public Law, 113-128 of the 113th Congress described as the Workforce Innovation and Opportunity Act and Federal and State regulations and guidelines under the WIOA Title, 1-B Federal grant.

9.0 RESPONSIBILITIES
9.1 **PINAL COUNTY and the Contractor agree as follows**:
9.2 **The Contractor shall**:
9.2.1 Provide Workforce Innovation and Opportunity Act (WIOA) Title 1B services to eligible Youth throughout the designated Local Workforce Development Area (LWDA). These services will be provided in accordance with Federal and State regulations and the most current local area plan.
9.2.2 Meet all negotiated performance levels for all performance measures contained in the Contractor's Local Area Plan. Failure to meet any of the performance measures contained in the Local Area Plan may result in PINAL COUNTY issuing a Demand for Assurance which may require a written corrective action plan from the Contractor.
9.2.3 Complete the requirements stated in the Demand for Assurance, including the corrective action plan, by the timeframe prescribed by PINAL COUNTY, failure to complete shall result in the immediate suspension of the Contractor's authority to receive payment under this IGA. Such authority shall not be reinstated until the Contractor submits, and PINAL COUNTY approves, a revised corrective action plan or

submits documentation to show that the issues identified in the Demand for Assurance have been addressed.
9.2.4 Comply with the approved Demand for Assurance response. If not in compliance, PINAL COUNTY will proceed with remedies outlined in Section 24.0 up to and including sanctions.
9.2.5 Be held responsible for meeting performance measures. If the Contractor fails the same performance measure in two consecutive years, PINAL COUNTY may impose sanctions up to and including withholding WIOA Title I B funding as outlined in Section 24.0
9.3 **CONFIDENTIALITY:**
9.3.1 The Contractor shall observe and abide by all applicable State and Federal Statutes, rules and regulations regarding the use or disclosure of information including, but not limited to, information concerning applicants for and recipients of IGA services. To the extent permitted by law, the Contractor shall release information to PINAL COUNTY, their attorneys, ARIZONA DEPARTMENT OF ECONOMIC SECURITY (ADES) and the Attorney General's Office as required by the terms of this IGA, by law or upon their request.
9.3.2 Arizona Address Confidentiality Program: The Contractor shall comply with the requirements of Arizona Address Confidentiality Program, A.R.S. § 41-161 et seq. PINAL COUNTY and/or the Arizona Department of Economic Security will advise the Contractor as to applicable policies and procedures PINAL COUNTY and Arizona Department of Economic Security has adopted for such compliance.

10.0 FINGERPRINTING
10.1 Contractor shall comply with, and shall ensure that all of Contractor's employees, independent contractors, subcontractors, volunteers and other agents comply with, all applicable (current and future) legal requirements relating to fingerprinting, fingerprint clearance cards, certifications regarding pending or past criminal matters, and criminal records checks that relate to contract performance.
10.2 Applicable legal requirements relating to fingerprinting, certification, and criminal background checks may include, but are not limited, to the following: A.R.S. §§ 36-594.01, 36-3008, 41-1964, and 46-141. All applicable legal requirements relating to fingerprinting, fingerprint clearance cards, certifications regarding pending or past criminal matters, and criminal records checks are hereby incorporated in their entirety as provisions of this contract. The Contractor is responsible for knowing which legal requirements relating to fingerprinting, fingerprint clearance cards, certifications regarding pending or past criminal matters, and criminal records checks relate to IGA performance.
10.3 To the extent A.R.S. § 46-141 is applicable to IGA performance or the services provided under this IGA, the following provisions apply:
10.3.1 Personnel who are employed by the Contractor, whether paid or not, and who are required or allowed to provide services directly to juveniles or vulnerable adults shall have a valid fingerprint clearance card or shall apply for a fingerprint clearance card within seven working days of employment.
10.3.2 Except as provided in A.R.S. § 46-141, this IGA may be cancelled or terminated immediately if a person employed by the Contractor and who has contact with juveniles certifies pursuant to the provisions of A.R.S. § 46-141 (as may be amended) that the person is awaiting trial or has been convicted of any of the offenses listed therein in this State, or of acts committed in another state that would be offenses in this State, or if the person does not possess or is denied issuance of a valid fingerprint clearance card.
10.3.3 The Contractor and subcontractor staff who are required or allowed to provide services directly to juveniles or vulnerable adults shall possess a fingerprint clearance card that meets Level One requirements as described in A.R.S. § 41-1758.07, or, if waiting receipt of their clearance card, shall provide services under direct visual supervision and oversight of an employee who possess a Level One Fingerprint Clearance Card until they are issued a valid fingerprint clearance card that meets the Level One requirements. Contractor and subcontractor staff includes current employees whether paid or not who transfer into a direct service position, volunteers, and new employees whether paid or not.

11.0 BACKGROUND CHECKS FOR EMPLOYMENT THROUGH THE CENTRAL REGISTRY. If providing direct services to children or vulnerable adults, the following shall apply:
11.1 The provisions of A.R.S. § 8-804 (as may be amended) are hereby incorporated in its entirety as provisions of this IGA.
11.2 The ADES and/or PINAL COUNTY will conduct Central Registry Background Checks and will use the information contained in the Central Registry as a factor to determine qualifications for positions that provide direct service to children or vulnerable adults for:
1. Any person who applies for a contract with this State and that person's employees;

2. All employees of a contractor;
3. A subcontractor of a contractor and the subcontractor's employees; and
4. Prospective employees of the contractor or subcontractor at the request of the prospective employer.
11.3 Volunteers who provide direct services to children or vulnerable adults shall have a Central Registry Background Check which is to be used as a factor to determine qualifications for volunteer positions.
11.4 1. A person who is disqualified because of a Central Registry Background Check may apply to the Board of Fingerprinting for a Central Registry exception pursuant to A.R.S. § 41-619.57. A person who is granted a Central Registry exception pursuant to A.R.S. § 41-619.57 is not entitled to a contract, employment, licensure, certification or other benefit because the person has been granted a Central Registry exception.
11.4.2. Before being employed or volunteering in a position that provides direct services to children or vulnerable adults, persons shall certify on forms that are provided by the ADES whether an allegation of abuse or neglect was made against them and was substantiated. The completed forms are to be maintained as confidential.
11.5 A person awaiting receipt of the Central Registry Background Check may provide direct services to PINAL COUNTY clients after completion and submittal of the Direct Service Position certification if:
1. The person is not currently the subject of an investigation of child abuse or neglect in Arizona or another state or jurisdiction; and
2. The person has not been the subject of an investigation of child abuse or neglect in Arizona, or another state or jurisdiction, which resulted in a substantiated finding.
The Certification for Direct Service Position is located at:
https://www.azdes.gov/InternetFiles/InternetProgrammaticForms/doc/ACY-1287AFORFF.doc
11.6 If the Central Registry Background Check specifies any disqualifying act and the person does not have a Central Registry exception, the person shall be prohibited from providing direct services to PINAL COUNTY clients.
11.7 The Contractor shall maintain the Central Registry Background Check results and any related forms or documents in a confidential file for five (5) years after termination of the IGA. The Request for Search of Central Registry for Background Check is located at:
www.azdes.gov/InternetFiles/Administrative%20Forms/doc/DES-1076AFORFFS.doc - 2013-04-02

12.0 Monitoring
PINAL COUNTY and ADES will monitor the Contractor and /or subcontractor(s) who shall cooperate in the monitoring of services delivered; facilities; records maintained and fiscal practice. The Contractor must conduct regular oversight and monitoring of its WIOA activities and those of its sub-recipients in accordance with Notice of Proposed Rule Making 683.410 and in accordance with the uniform administrative requirements at 29 CFR parts 95 and 97.

13.0 REPORTING REQUIREMENTS 13.1 Per Attachment B, the Contractor shall submit to PINAL COUNTY a final financial closeout packet.
13.2 Unless otherwise provided in this IGA, reporting shall adhere to the following schedule: No later than the 15th day following each month in which services were provided during the contract term, the Contractor shall submit financial reports to PINAL COUNTY in the form set forth within the IGA.
13.3 Submit ETA 9130 Quarterly Report within FIFTEEN (15) days after the end of the quarter.
13.4 Failure to submit accurate and complete reports by the 15th day following the end of a month may result, at the option of PINAL COUNTY, in retention of payment. Failure to provide such report within 15 days following the end of a month may result, at the option of PINAL COUNTY, in a forfeiture of such payment. The "ONLY" acceptable form to report all programs accrued expenditures is the "Contractor Accrued Expenditure and Cash Reimbursement Report."
13.5 **The Contractor shall provide to PINAL COUNTY the following reports:**
13.5.1 Contractor Monthly Expenditure and Cash Draw Reports and Detailed Expenditure Breakdown (Official Excel document is available from contact information located in Section 15.2)
13.5.2 ETA 9130 Quarter Reports
13.6 Reports shall be sent to: Adeline Allen, Housing Director
Pinal County Housing Department
970 North Eleven Mile Corner Road
Casa Grande, AZ 85194

14.0 PAYMENT REQUIREMENTS

14.1 Contractor Monthly Expenditure and Cash Draw Reports shall be submitted by the 15th day of the month following the month services were provided.

14.2 Contractor Monthly Expenditure and Cash Draw Reports shall be submitted to

Finance Manager
Pinal County Housing Department
970 North Eleven Mile Corner Road
Casa Grande, AZ 85194

15.0 NOTICES

15.1 All notices to the Contractor regarding this Agreement shall be sent to the following address:

Chris Wodka, Vice President Finance and Administration
8470 N. Overfield Road
Coolidge, AZ 85128

15.2 All notices to PINAL COUNTY regarding this Agreement shall be sent to the following address:

Pinal County Housing Department
970 North Eleven Mile Corner Road
Casa Grande, AZ 85194

16.0 DISPOSITION OF PROPERTY

16.1 Transfer/Surplus of Equipment with a Property Value under $5,000

Items of equipment with a current per unit fair market value of $5,000 or less may be retained, sold or otherwise disposed of with no further obligation to the Federal awarding agency. If property is deemed worthless, documentation must be provided to establish this fact. Property may not be donated to another agency unless it is worthless. An appraiser may establish value. The Equipment Transfer/Surplus Request (J-320) disposition record must be kept for any transaction in accordance with EA/WIOA Section record retention requirements and WIOA Inventory Equipment Database or other internal inventory system annotated accordingly. The Contractor and/or service provider may sell the property and retain the proceeds for use in WIOA programs or divided in accordance with terms of local agency cost sharing agreement.

16.2 **Calculation of "Fair Market Value"**

The selling price of an item that is sold through auction, advertisement, or a dealer is the fair market value of the item regardless of any prior estimates. An item that is not sold but retained by the Contractor and/or service provider has a fair market value based on similar items that are offered for sale, using the selling price if known.

16.3 **Property Records Retention**

All property records must be maintained from date of acquisition, through final disposition. The Contractor and/or service providers must also retain these records for a period of five (5) years from the date of their last expenditure report. If any litigation, claim, negotiation or audit is started before the expiration of the five (5) period, all records must be retained until all findings have been resolved and final action taken or until the end of the regular five (5) period, whichever is later.

16.4 **Inventory Records**

The Contractor and/or service providers must maintain accurate inventory records of expendable leased/purchased (value $2,000.00 to $4,999.99), and non-expendable leased/ purchased equipment $5,000 or more with WIOA funds. Property records must include:

a) Asset Number
b) Item Description
c) Manufacturer
d) Serial Number
e) Acquisition Date
f) Physical Location
g) Total Item Cost.

The Contractor and service providers are required to submit an inventory report for all property leased/purchased with WIOA funds costing more than $2,000.00 to the PINAL COUNTY EA/WIOA Section, Fiscal Manager by JANUARY 15 of each year.

16.5 **Prior Approval Equipment with a Property Value $5,000 or more**

Before allocating WIOA funds for any non-expendable tangible property purchase (including software purchases) with a per unit cost of $5,000 or more, or total purchase cost exceeds $10,000, the Contractor and/or service provider must complete a "WIOA Pre-Approval of Equipment & Vehicles Over $5,000 Questionnaire" form that must be signed by the Contractor Director or Designee.

a) The signed form must be forwarded to the WIOA Section Finance Manager for review, approval or disapproval action.

b) When an approval decision is rendered, the WIOA Section Finance Manager will return the signed questionnaire to the Contractor Director or Designee. Upon receipt of the signed and approved questionnaire, the Contractor can proceed to purchase the equipment or property.

c) When a decline decision is rendered, the PINAL COUNTY WIOA Section Finance Manager will specify the reason for disapproval and return the signed questionnaire to the LWIOA Director. The LWIOA may appeal this decision to the PINAL COUNTY WIOA Section Finance Manager.

17.0 PERSONAL USE OF CONTRACTS PROHIBITED

This IGA shall only be made available to PINAL COUNTY, its agencies and members of its purchasing cooperative. Private individuals, government employees and public officials shall not purchase materials or services for their own personal or business use from contracts entered into by the state unless authorized in writing by PINAL COUNTY or the ADES director. The determination shall state how the purchase will further the interests of the state.

18.0 THIRD-PARTY ANTITRUST VIOLATIONS

The Contractor assigns to PINAL COUNTY any claim for overcharges resulting from antitrust violations, to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this IGA.

19.0 APPLICABLE LAW

19.1 This IGA shall be governed and interpreted by the laws of the State of Arizona. The materials and services supplied under this IGA shall comply with all applicable Federal, State and local laws, and the Contractor shall maintain all applicable licenses and permit requirements.

20.0 ARBITRATION

20.1 The parties to this IGA agree to resolve all disputes arising out of or relating to this IGA through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S.§12-1518 except as may be required by other applicable statutes.

21.0 COPYRIGHTS AND OWNERSHIP OF INTELLECTUAL PROPERTY

Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this IGA and any related subcontract ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this IGA shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify PINAL COUNTY, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative action that might have the effect of vesting all or part of the Intellectual Property in any entity other than the ADES. The Contractor or its subcontractors are not to dispose or distribute any Intellectual Property without the express written authorization of the ADES, division, board or commission of the State of Arizona requesting the issuance of this contract shall not disclose the Intellectual Property.

22.0 AUDIT

22.1 In accordance with A.R.S. §35-214, the Contractor shall retain and shall contractually require each subcontractor to retain all data, books and other records ("records") relating to this Agreement for a period of five (5) years after the completion of the Agreement. All records shall be subject to inspection and audit by PINAL COUNTY and/or the State at reasonable times. Upon request, Contractor shall produce the original of any or all such records.

23.0 CERTIFICATION REGARDING LOBBYING
The Contractor certifies, to the best of its knowledge and belief, that:
23.1 No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency. This applies to 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. Including 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.
23.2 If any funds other than Federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
23.3 The Contractor shall require that the language of this certification be included in the award documents for all sub- awards at all tiers (including subcontracts, sub-grants, and contract under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.
23.4 This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000.00 and not more than $100,000.00 for each such failure.

24.0 SANCTIONS AND CORRECTIVE ACTIONS
24.1 PINAL COUNTY may issue Demand for Assurance notices to the Contractor for failure to comply with any of the conditions, requirements or clauses contained in this Agreement. This Demand for Assurance shall include the citation from the Agreement that PINAL COUNTY requires the Contractor to remedy, the required time frame for a response from the Contractor, what required documents shall be sent with the response and to whom the response shall be sent. Failure to comply with the requirements set forth in the Demand for Assurance, and any corrective action agreed to by PINAL COUNTY, may result in the actions outlined in Section 26.2.1 and 26.2.2
24.2 Pursuant to NPRM 683.70, PINAL COUNTY may impose sanctions and corrective actions on recipients and sub recipients of WIOA grant funds as follows:

1. Except for actions under WIOA section 188(a), PINAL COUNTY uses the initial and final determination procedures outlined in NPRM 683.44 to impose a sanction or corrective action. To impose a sanction or corrective action for a violation of WIOA section 188(a) PINAL COUNTY will use the procedures set forth in the regulatory part.
2. PINAL COUNTY may impose sanctions or corrective action for noncompliance with the uniform administrative requirements set forth under section 184(b) (1) and §NPRM 683.700Sanctions or corrective action will be applied for substantial violations of WIOA statutory and regulatory requirements, if the Governor fails to promptly take the actions specified in WIOA sections 184(b) (1), the Grant Officer may impose such actions directly against the local area. The Grant Officer may also impose a sanction directly against a sub recipient, as authorized in section 184(d) (3) of the Act.

24.3 Pursuant to NPRM 683, PINAL COUNTY or ADES may impose fiscal sanctions if a local area fails the same performance measure(s) in two or more consecutive years. The sanction shall be applied to the area of funding (i.e. Adult, Youth, Dislocated Worker or Rapid Response) in which the failed performance measure(s) applies. Sanctions shall follow the Sanction Schedule (Attachment A) and shall be applied after final performance is reported in October of each contract year.
Sanctions collected shall be held by the ADES and the IGA may receive the sanctioned funds if the performance for the failed measure(s) is rectified and the local area passes the performance measure in the next reporting cycle (i.e. October of the following year). If the local area does not rectify performance in the next reporting cycle, the funds shall revert to the ADES.

25.0 CLEAN AIR ACT & CLEAN WATER ACT As the Contractor you must be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air 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).

26.0 Energy Policy and Conservation Act
As the Contractor, you must adhere to the standards and policies relating to energy efficiency; which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat.871).

27.0 Copeland "Anti-Kickback" Act
As the Contractor to this Agreement, you are expected to comply with the Copeland "Anti-Kickback" Act (18 U.S.C. § 874) as supplemented in the Department of Labor regulations (29 CFR part 3). In as such this regulation applies to all contracts and sub grants for construction or repair.

28.0 Davis-Bacon Act
As the Contractor to this Agreement, you must comply with the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5) when required by Federal grant program legislation.

29.0 Debt Collection and Audit Resolution
As the Contractor to this Agreement, you must comply with P.L. 105-220 Sections 128, 133, and 184; 20 CFR Part 652, Subpart D,E and G; 20 CFR Part 667 Subparts D – H; 29 CFR Parts 95, 96, 97, and 99; OMB Circular A-21. As the Contractor to this Agreement, you must comply 2 CFR 200 and all subparts. As the Contractor to this Agreement, you are required to adhere to Federal Acquisition Regulation 97-03 Part 31; ADES Policies 1-47-01 and 1-47-08.
29.1 Among the required controls specified in NPRM 683.750 is the process for collecting debts. NPRM 683.410states it is the responsibility of the Contractor, sub-grantee, sub-recipient and/or service provider to conduct regular oversight and monitoring of its WIOA activities to determine whether expenditures made against the cost categories and within the cost limitations specified in WIOA laws and regulations. NPRM 683.710:
(a) The Contractor is responsible for all funds under its grant(s):
(b) The political jurisdiction(s) of the chief elected official(s) in a Local Workforce Development Area is liable for any misuse of the WIOA grant funds allocated to the local area under WIOA sections 128 and 133, unless the chief elected official(s) reaches an agreement with the Governor to bear such liability. The Department of Economic Security (ADES) holds all direct recipients (Contractors) liable for all expenditures of funds.

30.0 Right to Assurance
If PINAL COUNTY in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of "Days" specified in the demand may, at PINAL COUNTY option be the basis for terminating the IGA under the rights and remedies available by law or provided by this IGA.

31.0 Review
This Agreement shall be reviewed at any time at the written request of either party.

32.0 Conflict of Interest
32.1 This IGA is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated herein by reference. In addition, Contractor agrees to comply with all applicable conflict of interest provisions contained in federal and state laws and regulations, including but not limited to those governing nepotism.

32.2 In accordance with R2-7-404:

32.2.1 No person preparing or assisting in the preparation of specifications, plans or scopes of work shall receive any direct benefit from the utilization of those specifications, plans or scopes of work.

33.0 Data Sharing Agreement 33.1 When determined by PINAL COUNTY that sharing of confidential data will occur with the Contractor, the Contractor shall complete the ADES Data Sharing Request

Agreement and submit the completed Agreement to the PINAL COUNTY Program Designated Staff prior to any work commencing or data shared. A separate Data Sharing Request Agreement shall be required between the Contractor and each PINAL COUNTY or ADES Program sharing confidential data.

34.0 E-VERIFY

34.1 In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with A.R.S. § 23-214, Subsection A.

35.0 FEDERAL IMMIGRATION AND NATIONALITY ACT

35.1 By entering into the Agreement, the Contractor warrants compliance with the Federal Immigration and Nationality Act. (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Agreement. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-0) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Agreement. I-9 forms are available for download at USCIS.GOV.

35.2 PINAL COUNTY may request verification of compliance for any Contractor or subcontractor performing work under the Agreement. If PINALCOUNTY suspect or find that the Contractor or any of its subcontractors are not in compliance, PINAL COUNTY may pursue any and all remedies allowed by law, including, but not limited to suspension of work, termination of the Agreement for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

36.0 INDEMNIFICATION

36.1 **Indemnification for Contractor**:

36.1.1 Each Party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

36.2 **Indemnification for Subcontractor**

36.2.1 In addition, Contractor shall cause its contractor(s) and subcontractors, if any, to indemnify, defend, save and hold harmless PINAL COUNTY, the State of Arizona, any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and their respective directors, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

37.0 INSURANCE REQUIREMENTS

37.1 **INSURANCE REQUIREMENTS FOR GOVERNMENTAL PARTIES TO AN IGA:**

37.1.1 None.

37.2 **INSURANCE REQUIREMENTS FOR ANY CONTRACTORS USED BY A PARTY TO THE INTERGOVERNMENTAL AGREEMENT:**

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1. **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**

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

- ☐ General Aggregate $2,000,000
- ☐ Products – Completed Operations Aggregate $1,000,000
- ☐ Personal and Advertising Injury $1,000,000
- ☐ Blanket Contractual Liability – Written and Oral $1,000,000
- ☐ Fire Legal Liability $ 50,000
- ☐ Each Occurrence $1,000,000

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

b. The policy shall be endorsed to include the following additional insured language: **"PINAL COUNTY, the PINAL COUNTY HOUSING DEPARTMENT, the State of Arizona and the Department of Economic Security shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor".**

c. Policy shall contain a waiver of subrogation against PINAL COUNTY and the State of Arizona, its departments, agencies, boards, commissions, universities 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.

Combined Single Limit (CSL) $1,000,000

a. The policy shall be endorsed to include the following additional insured language: **"PINAL COUNTY, the PINAL COUNTY HOUSING DEPARTMENT, the State of Arizona and the Department of Economic Security shall be named as additional insureds 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".**

b. Policy shall contain a waiver of subrogation against PINAL COUNTY, the State of Arizona, it's departments, agencies, boards, commissions, universities 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**

- ☐ Workers' Compensation Statutory
- ☐ Employers' Liability
- ☐ Each Accident $ 500,000
- ☐ Disease – Each Employee $ 500,000
- ☐ Disease – Policy Limit $1,000,000

a. Policy shall contain a waiver of subrogation against PINAL COUNTY, the PINAL COUNTY HOUSING DEPARTMENT, the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

b. 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.

4. **Additional Insurance Requirements:** The policies shall contain, or be endorsed to contain, the following provisions:

1. PINAL COUNTY, PINAL COUNTY HOUSING DEPARTMENT, the State of Arizona and the Department of Economic Security, wherever additional insured status is required such additional insured 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 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.

5. **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 Pinal County, 970 North Eleven Mile Corner Road, Casa Grande, AZ 85194, and the Department of Economic Security,

Office of Procurement, 1789 W. Jefferson St. Site Code 805Z, Phoenix, AZ 85007 and shall be sent by certified mail, return receipt requested.
6. **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. PINAL COUNTY and 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.
7. **Verification of Coverage:** Contractor shall furnish PINAL COUNTY and the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Agreement. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
All certificates and endorsements are to be received and approved by PINAL COUNTY and the State of Arizona before work commences. Each insurance policy required by this Agreement must be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Agreement, or to provide evidence of renewal, is a material breach of Agreement.
All certificates required by this Agreement shall be sent directly to Pinal County, 970 North Eleven Mile Corner Road, Casa Grande, AZ 85194, and the Department of Economic Security, Office of Procurement, 1789 W. Jefferson St. Site Code 805Z, Phoenix, AZ 85007 unless the Reporting Requirements specifies otherwise. PINAL COUNTY and the State of Arizona contract number and contract description shall be noted or referenced on the certificate of insurance. Pinal County and the State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Agreement at any time.
DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.
8. **Subcontractors:** Contractors' certificate(s) shall include all subcontractors as insureds under its policies **or** Contractor shall furnish to PINAL COUNTY and the State of Arizona separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to the minimum requirements identified above.
9. **Approval:** Any modification or variation from the insurance requirements in this Agreement shall be made by the Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal amendment to the Agreement, but may be made by administrative action.
10. **Exceptions:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

38.0 IT 508 COMPLIANCE
38.1 Unless specifically authorized in the Agreement, any electronic or information technology offered to PINAL COUNTY and/or the State of Arizona under this Agreement shall comply with A.R.S. § 41-3531 and § 3532 and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.

39.0 NON-AVAILABILITY OF FUNDS
39.1 In accordance with ARS § 35-154, every payment obligation of PINAL COUNTY under the Agreement is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by PINAL COUNTY at the end of the period for which funds are available. No liability shall accrue to PINAL COUNTY in the event his provision is exercised, and PINAL COUNTY shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

40.0 NON-DISCRIMINATION
40.1 The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

41.0 Offshore Performance Of Work Prohibited
41.1 Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve PINAL COUNTY and/or the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for PINAL COUNTY and/or the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers

42.0 Right of Offset
42.1 PINAL COUNTY shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by PINAL COUNTY, or damages assessed by PINAL COUNTY concerning the Contractor's non-conforming performance or failure to perform the Agreement, including expenses, costs and damages.

43.0 Culturally Relevant and Linguistically Appropriate
43.1 The Contractor shall ensure that all services provided are culturally relevant and linguistically appropriate to the population to be served.

44.0 ATTACHMENTS
44.1 The following list of attachments constitutes an integral part of subject Agreement.
44.1.1 Attachment A – Sanction Schedule
44.1.2 Attachment B – WIOA Allocation by Program and Fiscal Year
44.1.3 Attachment C – Staffing the Pinal County One-Stop-Center

ATTACHMENT C

To

INTERGOVERNMENTAL AGREMENT (IGA)

Between

PINAL COUNTY AND CENTRAL ARIZONA COLLEGE ("Contractor")

44.1.3 Staffing the Pinal County One-Stop-Center

44.1.3.1 In accordance with State policy and guidelines all program operators will staff the Pinal County One-Stop-Center in Casa Grande during normal working hours, 8:00 AM to 5:00 PM, Monday through Friday unless it is an official state holiday or the One-Stop-Center is otherwise closed.

44.1.3.2 While working in the Pinal County One-Stop-Center, Contractor's staff will cooperate and follow the directions of the Pinal WIOA Program Manager in all One-Stop-Center program and work related issues.

45.1 Performance Standards for Contractor

Given the extension of PY 2014 negotiated goals by USDOL, the Employment Administration, Division of Employment and Rehabilitation Services, Arizona Department of Economic Security has determined PY 2014 negotiated local workforce development area goals will be extended into PY 2015.

Appendix P

Pinal Workforce Development Board Members

BUSINESS SECTOR	BUSINESS SECTOR
1. Udo Cook Abbott – Ross Products 1250 West Maricopa Highway Casa Grande, AZ 85193 (520) 421-6413 Office (520) 560-4476 Cell Udo.Cook@Abbot.com Start: June 3, 2015 Term Expires: June 2, 2019	2. Carol Daniel, Executive Assistant Pinal County Federal Credit Union 1000 E. Florence Blvd. Casa Grande, AZ 85122 (520) 381-3134 Office (520) 560-0284 Cell cdaniel@pinalcountyfcu.com Start: June 3, 2015 Term Expires: June 2, 2019
3. Yvonne Jenkins, Owner Supply 29 1377 E. Florence Blvd., Suite 149 Casa Grande, AZ 85122 (520) 426-7676 Office (520) 840-2480 Cell (520) 426-7677 Fax yvonne@supply29.com Start: June 10, 2015 Term Expires: June 10, 2019	4. Kristin Jepson Abbott– Ross Products 40329 W. Lococo Street Maricopa, Arizona 85138 (520)421-6262 Kristin.jepson@abbott.com Start: June 10, 2015 Term Expires: June 10, 2017
5. Jack Beveridge (Vice-Chairman) Empowerment Systems, Inc. 2066 W. Apache Trail, Ste. 116 Apache Junction, Arizona 85220 (480) 367-6937 Cell (480) 363-6740 jbeveridge@emsysonline.com Start: June 3, 2015 Term Expires: June 2, 2017	6. Mila Besich-Lira Miracle Executive Services, Owner P.O. Box 125 Superior, AZ 85173 (520)827-0676 Cell mila.lira19@gmail.com Start: June 10, 2015 Term Expires: June 10, 2017
7. Lynn Parsons, Executive Director Coolidge Chamber of Commerce 351 Arizona Blvd. Coolidge, AZ 85128 (520) 723-3009 Office (520) 560-5082 Cell (520) 723-9410 Fax lparsons@coolidgechamber.org Start: June 10, 2015 Term Expires: June 10, 2019	8. Linda Garrett, President/ CEO Pinnacle Consulting Solutions, Inc. 42017 W. Baccarat Dr. Maricopa, AZ 85138 (480) 272-9894 Office (708) 373-9338 Cell (480) 272-9894 Fax Linda.garrett@pinnacle-csi.com Start: June 10, 2015 Term Expires: June 10, 2017
9. Curtis M. Brown Sun- Tyre and Wheel Specialists- Consultant 6908 S. Crimson Sky Place Gold Canyon, AZ 85118 (480) 383-9115 Cell popye@mchsi.com Start: June 3, 2015 Term Expires: June 2, 2019	10. Sandie Smith, President/CEO Pinal Partnership P.O. Box 904 Florence, AZ 85132 (480) 528-9747 Cell sandie@pinalpartnership.com Start: June 10, 2015 Term Expires: June 10, 2017
11. Chris Bannon Bio-S Biosphere 2, Executive Start: June 10, 2015 Term Expires: June 10, 2017	

WORKFORCE	WORKFORCE
12. Brad McCormick, CDSS Director Fred G. Acosta Job Corps 901 S. Campbell Avenue Tucson, AZ 85719 (520) 879-9182 Office mccormick.brad@jobcorps.org Start: June 10, 2015 Term Expires: June 10, 2017	13. Kenneth Hall, Executive Director Central Arizona Governments 1075 South Idaho Rd, Suite 300 Apache Junction, AZ 85119 (480)474-9300 Office (480)570-9508 Cell (480) 474-9306 Fax khall@cagaz.org Start: June 3, 2015 Term Expires: June 2, 2017
14. Charlie Estrada, Union Representative United Steelworkers, USWA #915 2246 West Central Avenue Coolidge, AZ 85228 (520) 723-0637 Office (520) 907-2444 Cell charliekarla@msn.com Start: June 10, 2015 Term Expires: June 10, 2019	15. Joan Moore, Information Systems Manager Pinal-Gila Council for Senior Citizens 8969 W. McCartney Rd. Casa Grande, AZ 85184 (520) 836-2758 Office (520) 560-7578 Cell (520) 421-2033 joanm@pgcsc.org Start: June 3, 2015 Term Expires: June 2, 2017
EDUCATION and TRAINING	**EDUCATION and TRAINING**
16. Bob Duke Director, Workforce Development Central Arizona College 8470 N. Overfield Rd. Coolidge, AZ 85128 (520) 494-6051 Office (520) 494-6055 robert.duke@centralaz.edu Start: June 3, 2015 Term Expires: June 2, 2017	17. Susan Aguilar Acting Director ABE/GED Program Central Arizona College 1015 E. Florence Blvd. Casa Grande, AZ 85122 (520) 494-5960 Office (520) 494-5982 Fax Susan.Aguilar@centralaz.edu Start: June 10, 2015 Term Expires: June 10, 2019
GOVERNMENTAL and ECONOMIC DEVELOPMENT	**GOVERNMENTAL and ECONOMIC DEVELOPMENT**
18. Tim Kanavel Economic Development Manager, Pinal County 31 N. Pinal Street, Box 827 Florence, Arizona 85132 (520)-866-6664 Office (520) 709-4585 Cell Timothy.kanavel@pinalcountyaz.gov Start: June 3, 2015 Term Expires: June 2, 2019	19. Richard Wilkie City of Casa Grande, Ec. Development Manager 510 E. Florence Blvd. Casa Grande, AZ 85122 (520) 421-8636 Office (520) 518-1423 rwilkie@casagrandeaz.gov Start: June 10, 2015 Term Expires: June 10, 2017
20. Kim Rodriguez – E-5 Program Manager Arizona Department of Economic Service 1015 E. Florence Blvd. Casa Grande, AZ 85222 (520) 374-3095 Office (520) 208-3323 Cell (520) 374-3025 Fax KRodriguez@azdes.gov Start: June 10, 2015 Term Expires: June 10, 2019	21. Lana Chanda, Director Job Training Gila River Indian Community(GRIC) (520)562-3387 ext. 88 Office (520)610-0191 Cell (520) 562-3590 Fax Lana.chanda@gric.nsn.us Start: June 10, 2015 Term Expires: June 10, 2019

Pinal WIOA Committee Members

Fiscal Committee		
1.	Carol Daniel	Chairperson
2.	Lynn Parsons	
3.	Jack Beveridge	

Workforce Committee		
1.	Udo Cook	Chairperson
2.	Richard Wilkie	
3.	Joan Moore	
4.	Kim Rodriguez	
5.	Liz Harris Tuck	
6.	Lynn Parsons	
7.	Tim Knavel	

Youth Committee		
1.	Yvonne Jenkins	Chairperson
2.	Mila Besich-Lira	
3.	Brad McCormick	
4.	Cara Bryant	
5.		

Executive Committee		
1.	Udo Cook	Chairperson
2.	Carol Daniel	
3.	Lynn Parsons	
4.	Charlie Estrada	
5.	Yvonne Jenkins	

Gila/Pinal Workforce Investment Board Meeting
Pinal County Housing Authority
Casa Grande, AZ
May 21, 2015
3 pm

I. **Call to Order/ Pledge of Allegiance**

II. **Roll Call and Introductions:**

- In attendance: Adeline Allen, Udo Cook, Carol Daniel, Charlie Estrada, Joan Moore, Kim Rodriguez, Christina Throop
- Via Teleconference: Jack Beveridge, Robert Duke, Kenneth Hall, Yvonne Jenkins, Tim Kanavel, Bernadette Kniffin, Cliff Potts
- Guests/Staff: Malissa Buzan (Gila County Community Services); Lee French (Central Arizona Governments); Maxine Brown , Jason Vowell (Pinal County)

III. **Information/Discussion/Action**: Updated the Workforce Investment Board (WIB) on the of the Gila/Pinal Local Workforce Investment Area Redesignation.

- Pinal County has continued to work closely with Department of Economic Security (DES).
- Maxine Brown has been hired to assist Pinal County with their transition and the formation of the Pinal County Board.
- Jayson Vowell, Finance Manager, Pinal County, met with Brandon from DES. The reporting and books within the Pinal County system should be in order by July 1, 2015.
- Pinal County is still waiting on the designation letter from the Governor.
- There was a conference meeting with County Supervisors Association (CSA), and an Assistant Department of Labor Representative, who gave information to the County Managers regarding Workforce Investment Area Board make up, the One-Stop Operator's position, etc.
- An Inter-Governmental Agreement (IGA) is being revised by Pinal County Attorneys to add language regarding Central Arizona Governments (CAG) running the Dislocated Worker Program, in addition to the Adult Program.
- DES has given authority to the current Gila/Pinal WIB to establish the new Pinal County Board.
- Navajo/Apache and Gila County have been looking at client files for the changeover.
- On June 9, 2015, the agreement between Navajo/Apache and Gila County will go before the Gila County Board of Supervisors.

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Upon motion by Carol Daniel, and seconded by Kim Rodriguez, the Board unanimously approved the Workforce Investment Act One-Stop Operator Agreement between the Consortium of Pinal County Housing and Community Development, Arizona Department of Economic Security, Wagner-Peyser and Portable Practical Educational Preparation (PPEP), beginning July 1, 2015.

IV. **Information/Discussion/Action:** Accepted membership to the Pinal Workforce Investment Board.

Upon motion by Charlie Estrada, and seconded by Carol Daniel, the Board unanimously approved the membership of Jack Beveridge, Curtis Brown, Udo Cook, Carol Daniel, Robert Duke, Kenneth Hall, Kristin Jepson, Tim Kanaval, Joan Moore, and Kim Rodriguez.

V. **Information/Discussion/Action:** Approved the bylaws for the Pinal County Workforce Investment Board.

- Pinal County WIB Bylaws still need to go to the Pinal County Attorneys again for review.
- Pinal County WIB Meetings will be held a minimum of six times a year with a set date and time for each meeting.
- If Pinal County WIB members have two unexcused absences from Board meetings, a letter will be sent to them. They will be able to make an appeal before the Executive Committee takes action of removal.

Upon motion by Kim Rodriguez, and seconded by Jack Beveridge, the Board unanimously approved the bylaws for the Pinal County Workforce Investment Board.

VI. **Reports**

A. Workforce Development Committee (WDC) Report (Udo Cook)

- With the new Workforce Innovation and Opportunity Act (WIOA) libraries can get funding through the act with a partnership; it requires cohesive partnerships to meet incentive goals; Board's decisions are going to be data driven.

VII. **Information/Discussion/Action:** Approved the Gila/Pinal Workforce Investment Board's April 16, 2015, meeting minutes.

Upon Motion by Charlie Estrada, and seconded Adeline Allen, the Board unanimously approved the minutes, with a change, from the April 16, 2015, WIB meeting.

VIII. **Call to the Public**

- No comments

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IX. Next Meeting

- The next meeting will be June 4, 2015 at 3 pm.

X. Adjournment

Meeting was adjourned.

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Gila/Pinal Workforce Investment Board Meeting
Pinal County Housing Authority
Casa Grande, AZ
June 18, 2015
2 pm

I. Call to Order/ Pledge of Allegiance

II. Roll Call and Introductions:

- In attendance: Adeline Allen, Udo Cook, Carol Daniel, Kristin Jepson, Joan Moore, Christina Throop
- Via Teleconference: Robert Duke, Charlie Estrada, Lisa Hernandez, Tim Kanavel, Brad McCormick, Lynn Parsons, Kim Rodriguez
- Guests/Staff: Maxine Brown (Pinal County); Julie Leonard, Sherrie Soria (Central Arizona College); Malissa Buzan (Gila County Community Services); Connie Fraijo (Arizona Department of Economic Security)

III. Information/Discussion/Action: Updated the Workforce Investment Board (WIB) on the Gila/Pinal Local Workforce Investment Area Redesignation.

- Nothing new to report regarding Gila County joining the Navajo/Apache County Local Workforce Investment area.
- The Pinal County Manager sent a letter on June 11, 2015, to the Department of Economic Security (DES) requesting start up transition funds. General funds will be used for costs and will reimbursed when funds are available.
- The letter that went to the Governor to request Pinal County as a stand-alone Workforce Development Area was approved. Allocations are waiting to be approved.
- Pinal County has posted positions for an Administrative Clerk, One-Stop Operator and One-Stop Manager on the pinalcountyaz.gov website.
- There will be Board training and/or an overview for Board members tentatively in July for the Pinal County Workforce Development Board.
- There is a new policy to be adopted by the State Board on June 25, 2015, regarding roles responsibilities and composition of the WIB Board.

IV. Information/Discussion/Action: Voted to recommend to the Pinal County Board of Supervisors the One-Stop Lease Agreement between Pinal County and Central Arizona College (CAC).

Upon motion by Carol Daniel, and seconded by Christina Throop, the Board unanimously voted to recommend to the Pinal County Board the One-Stop Lease Agreement between Pinal County and Central Arizona College with a change. Robert Duke abstained.

Equal Opportunity Employer/Program.
Auxiliary aids and services are available upon request to individuals with a disability
TDD: 7-1-1

V. **Information/Discussion/Action:** Voted to recommend to the Pinal County Board of Supervisors the Workforce Investment Act One-Stop Operator Agreement between the Consortium of Pinal County Housing and Community Development, Arizona Department of Economic Security, Wagner-Peyser and Portable Practical Education Preparation (PPEP).

Upon motion by Carol Daniel, and seconded by Joan Moore, the Board unanimously voted to recommend to the Pinal County Board of Supervisors the Workforce Investment Act One-Stop Operator Agreement between the Consortium of Pinal County Housing and Community Development, Arizona Department of Economic Security, Wagner-Peyser and Portable Practical Education Preparation (PPEP) with a change. Kim Rodriguez abstained.

VI. **Information/Discussion/Action:** Voted to recommend to the Pinal County Board of Supervisors the Resource Sharing Agreement between Arizona Department of Economic Security and Pinal Workforce Development Board.

Upon motion by Christina Throop, seconded by Joan Moore, the Board unanimously voted to recommend to the Pinal County Board of Supervisors the Resource Sharing Agreement between Arizona Department of Economic Security and Pinal Workforce Development Board with a change to include PPEP, CAAG, Wagner-Peyser and Vocational Rehabilitation in the signature page. Kim Rodriguez abstained.

VII. **Information/Discussion/Action:** Did not vote on the Resource Sharing Agreement between Pinal County Housing Department of Economic Security and Pinal Workforce Development Board due to the change voted on in the Resource Sharing Agreement in agenda item VI.

VIII. **Information/Discussion/Action:** Did not vote on the Resource Sharing Agreement between Wagner-Peyser and Pinal County Workforce Development Board due to the change voted on in the Resource Sharing Agreement in agenda item VI.

IX. **Information/Discussion/Action:** Voted to recommend to the Pinal County Board of Supervisors the Executive Summary Gila/Pinal 2014-2017 Business Plan Modifications and Signature Page.

- Business Plan modifications will include removing Gila County and replacing it with Pinal County.
- A public comment period is required before the modifications can be approved and sent to DES.
- Shortening the timeline of a 30 day Public Comment Period may be considered by DES.

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Upon motion by Carol Daniel, and seconded by Christina Throop, the Board unanimously voted to recommend to the Pinal County Board of Supervisors the Executive Summary Gila/Pinal 2014-2017 Business Plan Modifications and Signature Page with a public comment period.

X. **Information/Discussion/Action:** Approved the Gila/Pinal Workforce Investment Board's June 4, 2015, meeting minutes.

Upon motion by Carol Daniel, and seconded by Christina Throop, the Board unanimously approved the minutes from the June 4, 2015, WIB meeting.

XI. **Call to the Public**

- Christina Throop is working on case file transfers.
- Connie Fraijo has spoken with Maxine Brown about having a Regional Director for Arizona Job Connection (AJC) to handle administrative functions.
- Pinal County will also need to name someone to take care of Eligible Training Provider (ETP) Approvals.
- There is a new recording number pending from DES so that Pinal County can receive reports as a single entity.
- It is recommended that Pinal County notify the public and at least existing clients that Pinal County is its own entity.
- It was recommended that there be a meeting with the Partners to sit down and discuss the transition.

XII. **Next Meeting**

- The next meeting date and location to be announced.

XIII. **Adjournment**

Meeting was adjourned.

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PINAL • COUNTY
wide open opportunity

Arizona Workforce Connection

PINAL COUNTY WORKFORCE DEVELOPMENT BOARD
Casa Grande Comprehensive One-Stop
1015 E. Florence Blvd, Suite A-100
Casa Grande, AZ
July 16, 2015

Call to Order - 3:05 PM

I. Pledge of Allegiance

II. Roll Call and Introductions

In attendance: Adeline Allen, Udo Cook, Carol Daniel, Joan Moore, Kim Rodriguez, Lynn Parsons, Richard Wilkie, Curtis Brown, Ken Hall and Bob Duke

Via Teleconference: Jack Beveridge, Yvonne Jenkins, Tim Kanavel, Charlie Estrada, Sandie Smith, Kristin Jepson, Mila Besich-Lira, and Brad McCormick

Guests/Staff: Joel Millman(DES), Connie Fraijo (DES), Liz Harris Tuck(Career Horizons, Oracle) Lee French(CAG), Cara Bryant(CAC), Maxine Brown (Pinal County), Breena York(CAG), Julie Leonard(CAC) Linda Martinez (Arizona Workforce Connection) Tim Tucker(Arizona Workforce Connection, Employment Service Supervisor), and Carrie Fike (Pinal County)

III. Information/Discussion – Updates for PWDB – Bylaws and Pinal County Policy's relative to appointed board members

- Annual Retreat Training on Pinal County Policies at Annual Retreat - Travel, Perdiem Annual Retreat possible Dates- October 15-16 or October 29-30 Thursday all day, Training and Roles of each member and Friday half Day, Board Meeting, Consultant to go over the New WIOA laws for Governance
- Udo instructed each Board member within the next month to review the Bylaws so this can be discussed at the Annual Retreat. All questions regarding Bylaws can be directed to Adeline, Maxine, or Udo

IV. Information/Discussion/Action – Nominations and Election of Pinal Workforce Development Board (PWDB) Officers – Chairperson and Vice-Chairperson (Both must be a representative of business community)

- Upon motion by Joan Moore and seconded by Carol Daniel to nominate Udo Cook as Chairperson of the Pinal Workforce Development Board (PWDB). There was a call for additional nominees, with none made. The Board unanimously elected Udo Cook as the Chairperson of the PWDB for a term of 2 years.

- Upon motion by Kim Rodriquez and seconded by Joan Moore to nominate Carol Daniel as Vice-Chairperson of the Pinal Workforce Development Board (PWDB). There was a call for additional nominees, with none made. The Board unanimously elected Carol Daniel as Vice-Chairman of the PWDB for a term of 2 years.

V. Information/Discussion/Action – Identify PWDB members for the following Committees

a. Fiscal Committees Members
   - Carol Daniel
   - Lynn Parsons
   - Jack Beveridge
b. Workforce Development- Consider Committee Name change Aug 6 2:00pm
   - Udo Cook
   - Richard Wilkie
   - Joan Moore
   - Kim Rodriquez
   - Lynn Parsons
   - Liz Harris Tuck
c. Youth- Joel Millman DES will offer assistance
   - Yvonne Jenkins- Chair
   - Mila Besich-Lira
   - Brad McCormick
   - Julie Leonard
d. Executive
   - Udo Cook-Chair
   - Carol Daniel
   - Adeline Allen
   - Lynn Parsons
   - Yvonne Jenkins
   - Charlie Estrada

VI. Information/Discussion/Action – Chair appoints chairperson of each committee subject to ratification by vote of the PWDB

Fiscal Committee Chair - Carol Daniel
Workforce Development Committee Chair - Udo Cook
Youth Committee Chair - Yvonne Jenkins
Executive Committee Chair - Udo Cook

VII. Information/Discussion/Action – Recommend to Board of Supervisors appointment(s) of the following people to the Pinal Workforce Development Board

a. Tim Durkee, Unit Supervisor, Rehabilitation Services Administration (RSA)/Department of Economic Security (DES), Casa Grande (Vocational Rehabilitation representative)
b. Linda Garrett, President/CEO of Pinnacle Consulting Solutions, Inc., City of Maricopa (Business Representative)
c. Liz Harris Tuck, Owner of Career Horizons, Oracle (Business Representative)

Upon motion by Carol Daniel and seconded by Kim Rodriguez, the PWDB unanimously recommends these appointments to the Pinal County Board of Supervisors

VIII. Information/Discussion/Action – Future Regular Meeting Schedule

- August 20th at 3:00pm (location undetermined)
  - Map to Pinal Gila for Senior Citizen as possible meeting location

IX. Information/Discussion/Action – Annual Retreat – Date and Location

- October 15-16, 2015 at Harrah's tentatively
  - Agenda's will be sent for the Annual Retreat

X. Report on Pinal Healthcare Sector Partnerships – Jack Beveridge, Pinal Workforce Development Board member, President and CEO, Empowerment Systems, Inc.

Successful launch of the Sector Partnership, Presentation at Summit held by Commerce Authority on Sector Partnerships thought they were impressed that we have partnered with main health care employers, Banner and Sun life, and involving Pinal Partnership. Need to get the steering committee together to plan some events. Getting some assistance from the Commerce Authority consultants. Next meeting has not set as the Lead Ed Jones has retired, but will come back as a volunteer to finish up. Jack has asked Sandie Smith to get some more assistance from Pinal Partnership. Need to have a joint meeting with Steering Sector Partnership and Pinal Partnership.

XI. Report on Youth Service Delivery – Cara Bryant, Central Arizona College, Youth Program

CAC is targeting 75% of out of school youth. Finding many of their out of school youth on campus taking GED classes, advisors, financial aid staff, and referrals from instructors. Doing outreach in the community, providing excellent coverage in the county including all rural areas.

Teasha Maestas, Case Management covers Casa Grande, Eloy, Signal Peak and Maricopa campuses
Delia Flores, Case Management covers SanTan Valley, Coolidge, Florence, Arivaipa, Copper Corridor which includes Kearny, Winkelman, Mammoth, Oracle, and San Manuel

Looking to balance the working area as Gila used to cover a portion of these. Proposing to Hire another Case Manager for the Superstition Mountain Campus which covers Apache Junction, Gold Canyon, and Superior.

Case Management staff duties include, manage case loads, outreach, intake, enrollment, follow-up. They never enroll youth immediately at the One-Stop this program has a very strict intake policy, they go to the youth. This has led to some concerns, as CAC Youth program is a contracted agency, provide direct services to Youth only. The Case Manager sign a time and effort form stating that they are

devoting 100% of their time to the Youth grant, so they shouldn't be providing services to other entities which include the Welcome function, orientation, front desk/lunch coverage, and participant workshops. Per Workforce Arizona Youth Council policy the Youth program is not a partner of the One-Stop and therefore should not be expected to participate in those activities. Have provided 17 hours a month outside of the Youth program.

Question to the PWDB- How and who do we time charge for these services that have been provided for these outside of the Youth program?

Cara Bryant, Central Arizona College, Youth Program asked the State to speak on this issue are there policies on how to address. Joel Millan stated that decisions on how the services are delivered and outreach are provided is up to the board. Doesn't believe that there are state wide policies on this. Wanted to let the Board know that per the current policies in order to be a certified One-Stop center like this one, the requirements of the law are to have representatives for three (3) programs

1. Employment Service
2. Adult Program
3. Dislocated Worker Program

Provide service during normal business hours. This is the minimum requirement for a comprehensive center. Up to the Board as to how you want to mix your service delivery. Connie Fraijo with DES also states to look at the CAC contract to see what are the responsibilities written in this contract and how were they to provide services.

Kim Rodriquez stated that her understanding was that integration of the program was to work together to provide services under an umbrella was the intent of WIOA. Connie Fraijo with DES stated she believed the Youth program is separate because it requires the elements and the service delivery in the law to be procured.

Udo stated to table this discussion and talk more at the next Workforce Development Committee meeting. Jack wants to look into getting a better phone system. Udo stated the Board needs to decide what they want the One-Stop to look like, believe they should show a united face as one not individuals. Joan wanted to see if it would be a possibility if someone from her organization could cover these 17 hours.

XII. Call to Public - Consideration and discussion of comments from the public. Those wishing to address the Pinal Workforce Development Board need not request permission in advance. Action taken as a result of public comment will be limited to directing staff to study the matter or rescheduling the matter for further consideration and decision at a later date

Adeline Allen wanted to thank all staff for the great job they are doing. She also provided information on future events.

Employment Services will hold Job fair in Maricopa at Harrah's Ak-Chin on July 22, 2015 event will last from 10am to 1pm. 55 employers to attend

Central Arizona College Youth program will hold a Summer Work Experience celebration at the San Tan Campus July 23, 2015 11am to 1pm

Joel Millman gives information on the Green/ Red report, performance report. States that most Boards focused on the 3 programs. Reports will be modified for July 1 to incorporate Employment services, Vocational Rehabilitation, and Adult education. Board needs to focus on a Workforce system. Jack asked about funding adjustments, Joel let the board know they host teleconferences on every other Tuesday to discuss implementation of the new law. Last meeting focused on cost allocation, how to run systems with all the programs and how you cost allocate. Will be setting up calls for all local Workforce areas to discuss how do you want to cast allocate funds not just for the 3 programs that the county receives, how to run a center like this one.

Kim Rodriguez gave update on HOHP, Veterans program the mobile unit will be wrapped, new uniform for mobile veteran outreach center that will provide health services, received a grant from Gila River 3 years of funding to put the mobile unit out on the road hopefully in October. HOHP also received a grant for a Navigator program and will be incorporated in the mobile unit, navigators for the veterans in each community across Pinal County to connect them to WIA services, employment and training, whatever they need to help them get back on their feet.

Adeline thanked Board members that helped Pinal become our own Local area. Thank you to Lynn, Kim Carol, Udo, Yvonne, Charlie for all the help. Thank you to DES, Joel and Connie for all the assistance.

Connie Fraijo (DES) asked for an update on when they will receive the Business Plan, policies and agreements. Adeline states that they should have those next month, the IGA with DES will go to the Board of Supervisors 7/22/2015. The County is currently providing the program funding in a form of a loan. Udo states that if the County hadn't agreed to cover the programs cost, these programs would not have had the monies to continue. Bob Duke says we should also give Thanks to Gabe Loyola the Consultant and Adeline thanked Maxine Brown for all her help.

Yvonne asked if a press release has been done, Udo states not at this time.

Udo convene meeting. Reminder next meeting date August 20th at 3:00pm (location undetermined)

XIII. Meeting was adjourned

BYLAWS

Pinal Workforce Investment Board Workforce Development Board Bylaws

Approved by the Pinal County Board of Supervisors on 6/3/2015

Equal Opportunity Employer/Program.
Auxiliary aids and services are available upon request to individuals with a disability

BYLAWS

ARTICLE I – NAME, AREA OF SERVICE AND AUTHORIZATION

This advisory board will be known as the Pinal Workforce Development Board (hereinafter referred to as the "PWDB").

The Chief Elected Officials are defined as the Pinal County Board of Supervisors.

The area served shall be Pinal County, state of Arizona, inclusive of all municipalities and unincorporated areas. This area shall be known as the Local Workforce Innovation & Opportunity Act Area (hereinafter referred to as the "LWIOAA").

The Pinal County Board of Supervisors appoints all PWDB members as prescribed in the Workforce Innovation and Opportunity Act (hereinafter referred to as the "WIOA"), Public Law 113-128.

The PWDB and its committees derive their authority from Section 107 of the WIOA.

ARTICLE II – MISSION STATEMENT

"The PWDB's mission is to act as a catalyst for change by identifying and utilizing community resources and broad-based partnerships to improve the vitality of the economy through the quality of the workforce; and to strengthen the business community in Pinal County through partnerships, education, and employment opportunities to help drive economic development."

ARTICLE III – PURPOSE

The PWDB is established in accordance with the requirements of Section 107 (d) outlined in the Act. All actions of the PWDB are advisory and submitted to the Board of Supervisors for final approval.

ARTICLE IV – RESPONSIBILITIES/GOALS

The PWDB functions outlined in the WIOA include:

1. Local Plan: The PWDB, in partnership with the chief elected official, shall develop and submit a local plan to the Governor.
2. Workforce Research and Regional Labor Market: In order to assist in the development and implementation of the local plan, the PWDB shall carry out analyses of the economic conditions of the region, the needed knowledge and skills of the region, the workforce of the region, and workforce development activities (including education and training).

3. Convening, Brokering and Leveraging: The PWDB shall convene local workforce development system stakeholders to assist in the development of the Pinal County Plan, and in identifying non-federal expertise and resources to leverage support for workforce activities
4. Employer Engagement: The PWDB shall lead efforts to engage with diverse range of employers and with entities in the region involved, promote business representation develop effective linkages with employers, to support employer utilization of Pinal County workforce system, ensure the workforce investment activities meet the needs of employers, and support economic growth in the region.
5. Career Pathways Development: The PWDB, with representatives of secondary and postsecondary education programs, shall lead efforts to develop and implement career pathways by aligning employment, training, education and supportive services.
6. Proven and Promising Practices: The PWDB shall lead efforts to identify and promote proven and promising strategies and initiatives for meeting the needs of employers and jobseekers as well as identify and disseminate information on proven and promising practices.
7. Technology & Program Oversight: The PWDB shall develop strategies for using technology to maximize the accessibility and effectiveness of the local workforce system for employers, and workers and job seekers.
8. Program Oversight.- The PWDB in partnership with the chief elected officials shall conduct oversight for youth workforce activities, employment and training activities for dislocated workers, adults and the one-stop delivery system as well as ensure appropriate management of the funds provided
9. Negotiations of Local Performance Accountability Measures: The PWDB, chief elected officials, and the Governor shall negotiate and reach agreement on local performance and accountability measures.
10. Selection of Operators and Providers: The PWDB, with agreement of the chief elected official, shall designate or certify one-stop operators, youth training providers, identify eligible providers of training services, shall work with the State to ensure there are sufficient numbers and types of providers of career services and training services in a manner that maximizes consumer choice, as well as providing opportunities that lead to competitive employment for individuals with disabilities.
11. Coordination with Education Providers: The PWDB shall coordinate activities with education and training providers.
12. Budget and Administration: The PWDB shall develop a budget for activities of the PWDB, consistent with the local plan and the duties of the board and subject to the approval of the chief elected officials.
13. Accessibility for Individuals with Disabilities: The PWDB shall annually assess the physical and programmatic accessibility of all one stop centers in the local area.

ARTICLE V – MEMBERSHIP

Representation/Criteria

The PWDB shall be comprised of 51% of private business members and 49% public sector members, who shall be appointed by the Pinal County Board of Supervisors.

By regulations, the Governor of the State, in partnership with the State Workforce Development Board, shall establish criteria for use by the Chief Elected Officials in the local areas for appointment of members of the local boards. Such criteria shall require, at a minimum, that the membership of the local board include:

1. Majority Local Business Representatives of 51%. WIOA Sec. 107 (b) (2) (A), business must be majority of PWDB, (i) individual must be owners, chief executives, employers with optimum policymaking and hiring authority. (ii) Small business or organizations representing business. (iii) Nominated by local business organizations and business trade associations.

2. Workforce: WIOA Sec. 107 (b) (2) (B), not less than 20%. (i) Labor organizations, must be nominated by labor federations. (ii) Member of labor organizations or training director. (iii) Community based organizations with experience addressing employment needs of individuals with barriers, serve veterans or disabled.

3. Education and Training: WIOA Sec 107 (b) (2) (C), Represent entities administering education and training activities. (i) Shall include Adult Education. (ii) Shall include higher education providing workforce activities. (iii) May include local educational agencies and community based organizations with experience addressing needs of individuals with barriers to employment.

4. Governmental and economic development: WIOA Sec 107 (b) (2) (D). (i) Shall include economic and community development. (ii) Shall include state employment service. (iii) Shall include vocational rehabilitation. (iv) May include transportation, housing and public assistance. (v) May include philanthropic organizations.

5. Others as determined by chief elected officials

Duties/Expectations

The PWDB will meet at least 6 times in a calendar year. Each member of the PWDB is expected to attend at least 60% PWDB meetings per year, and may be requested by the PWDB Chairperson to serve on a standing committee of the PWDB.

"Members will complete tasks assigned by the PWDB Chairperson and will carry out assignments from committees to which they have been appointed. Members are expected to be knowledgeable about the essential matters confronting the PWDB, including policy guidelines. Members are expected to assist each other in orientation and education related to PWDB responsibilities."

Appointment

Business representatives must be nominated by local business organizations and business trade associations currently serving on the PWDB.

An application for membership on the PWDB is presented to the PWDB for a vote. Upon a majority vote of the PWDB, a recommendation for appointment is made to the Pinal County Board of Supervisors

Term of Office

The terms of the members shall be for four years, except for those initially appointed. Of those members initially appointed, half shall be appointed to a two year term and half shall be appointed to a four year term by the Board of Supervisors. Thereafter, each term shall be four years.

If a vacancy occurs otherwise than by expiration of term, the vacancy shall be filled by appointment by the Board of Supervisors for the unexpired portion of the term. The nomination process will be the same as outlined in these Bylaws under Article V - **Appointment**. The new member filling the vacancy shall represent the same sector as the outgoing member, as outlined in these Bylaws under Article V - **Representation/Criteria**, numbers 1 through 5.

Attendance

All PWDB members are expected to attend regularly scheduled meetings. A member's absence is considered ***unexcused*** if the member fails to notify county staff in advance of a meeting. More than two consecutive ***unexcused*** absences by any member during any 12-month period shall result in an Executive Committee review. The Executive Committee may then present a recommendation to the PWDB with regard to removing the member. The PWDB, by a majority vote, may remove a member from the PWDB.

Four ***excused*** absences during a twelve month period shall also result in an Executive Committee review. The Executive Committee may then present a recommendation to the PWDB with regard to removing the member. The PWDB, by a majority vote, may remove a member from the PWDB.

All PWDB members may attend the meeting in person or telephonically. A cell phone call to a member's phone may be used in case the conference call is not available for the meeting.

Termination

Resignation by members shall be submitted in writing to the PWDB Chairperson. An agenda item will be placed on the next PWDB meeting for the PWDB to "acknowledge" that member's resignation.

Removal of any member from the PWDB requires a review by the Executive Committee. Should the Executive Committee determine that it is in the best interest of the PWDB to remove a member; a recommendation for removal will be presented to the PWDB for official action to remove the member.

Ten days written notice by PWDB must be provided to the member being considered for removal from the PWDB before a recommendation for removal is placed on a PWDB meeting agenda. The member under consideration for termination can request a hearing with the Executive Committee before any action is taken.

Notification will be given to the Chief Elected Officials of any actions taken to remove a member from the PWDB, and when any member submits a resignation.

ARTICLE VI – OFFICERS

Chairperson

The Chairperson shall be elected by a majority vote of the PWDB. The Chairperson shall be the Chief Officer of the PWDB and shall preside at all meetings of the PWDB. The Chairperson of the PWDB shall appoint the Chairperson of standing committees and ad hoc committees, subject to ratification by vote of the PWDB. The PWDB Chairperson shall be responsible for carrying out the policies of the PWDB. He/she is the attester to all documents containing necessary concurrences required by the Governor and/or the PWDB recommendations deemed necessary to the Board of Supervisors. The term of office for the Chairperson shall be two years, and no one individual may hold this office for more than one consecutive term unless so voted by a majority of PWDB. In general, he/she shall perform the duties of the Chairperson pursuant to these Bylaws and procedural decisions resulting from a duly cast vote of the PWDB. The Chairperson shall be a representative of the business community on the PWDB.

Vice-Chairperson

The Vice-Chairperson shall be representative of the business community on the PWDB. The Vice Chairperson shall be nominated and elected by a majority vote of the PWDB. He/she shall perform the duties of the Chairperson in his/her absence. The term of office for the Vice-Chairperson shall be two years, and no one individual may hold this office for more than one consecutive term.

Election of Officers

Election of officers shall be held bi-annually at the regularly scheduled meeting of the PWDB prior to the end of the program year with the term of office to begin at the start of a new program year.

ARTICLE VII – COMMITTEES

Standing Committees

The PWDB has authority to establish standing committees in order to address specific issues. All standing committee recommendations are presented to the PWDB for official action. All standing committees must operate according to Open Meeting Law requirements. If the PWDB determines that a specific standing committee is no longer needed, it shall officially disband the committee. The Bylaws will thereafter be amended to remove the standing committee.

The following standing committees have been established by the PWDB:

Fiscal Committee

The Fiscal Committee shall be responsible for annual preparation and review of the WIOA Allocations for the Adult, Youth, and Dislocated Worker Programs. The Committee shall have the responsibility for the oversight and will present to PWDB for approval the budget throughout the year.

Workforce Development Committee

The Workforce Development Committee shall collaborate to create a unified, seamless customer friendly system of service delivery that will enhance access to programs, and ensure all core services are available at the One-Stop Centers.

The Workforce Development Committee shall review and discuss program and strategic planning issues and make recommendations to the PWDB. The Committee is responsible for the process to select and train service providers.

The Workforce Development Committee shall also be responsible for evaluating the effectiveness of all WIOA programs and will report its findings and/or recommendations to the PWDB.

The Workforce Development Committee shall be responsible for the development and implementation of marketing tools and strategies to promote the WIOA within Pinal County.

Youth Committee

The Youth Committee shall be responsible for the development of a 5-year plan relating to youth, and will recommend providers of youth services to the PWDB. The committee will coordinate local youth programs and initiatives.

Executive Committee

The Executive Committee shall consist of the Chairperson, Vice-Chairperson, past Chairperson of the PWDB and two PWDB members appointed by the PWDB Chairperson subject to ratification by vote of the PWDB. The PWDB Chairperson shall serve as the Chairman of the Executive Committee.

The Executive Committee shall meet as necessary between scheduled meetings of the entire PWDB and shall be responsible for interpreting and putting into effect the decisions, policies and programs of the PWDB, including but not limited to attendance, bylaws or disciplinary actions of the PDWB. If a PWDB meeting has been cancelled and action items are needed to continue the programs, the Executive Committee shall put into effect and vote on the action items until next meeting or replacement meeting of PWDB is scheduled.

All actions made by the Executive Committee are subject to ratification by vote of the PWDB at its next regularly scheduled meeting.

Ad Hoc Committee

An ad hoc committee may be established by the PWDB for a specific purpose with a specific time frame. Once the Committee has presented its findings/report to the PWDB, the PWDB will take official action to disband the Committee.

Standing Committee and Ad Hoc Committee Officers

The PWDB Chairperson appoints the Chairperson of the standing committees and ad hoc committees subject to ratification by a vote of the PWDB.

The committee Vice-Chairperson shall be elected by a majority vote of the specific standing committee or ad hoc committee.

ARTICLE VIII – MEETINGS

The PWDB shall hold at least six meetings per year on the date, time and place as may be designated by the majority of the PWDB. Special meetings of the PWDB and its standing committees and ad hoc committees may be called, as needed, by the Chairperson of the PWDB or the respective committee.

If one or more members are unable to be present in person, members may participate by telephone or by electronic means. The meeting agenda will state "Members of the Pinal Workforce Development Board will attend either in person, by telephone conference call or other electronic means." Members participating in a telephone conference or other electronic means shall be clearly identified in the minutes.

All meetings of the PWDB, including its standing committees and ad hoc committees shall be held in accordance with the Arizona Open Meeting Law (Arizona Revised Statutes, Title 38-Public Officers and Employees, Chapter 3-Conduct of Office, Article 3.1-Public Meetings and Procedures).

ARTICLE IX – VOTING

Each member of the PWDB shall be entitled to one (1) vote on all matters brought before the PWDB at any scheduled meeting. Whenever these Bylaws specify that an action is to be taken by vote of the PWDB, the approval shall be granted by a simple majority of the members present and qualified[1] to vote at any scheduled meeting of the PWDB at which a quorum exits.

ARTICLE X – CONFLICT OF INTEREST, LIABILITY COVERAGE

The PWDB shall follow Arizona law on Conflict of Interest law as set forth in Arizona Revised Statutes, Section 38-501 following, and Section 38-447. PWDB members shall avoid both conflict of interest and the appearance of conflict of interest in the conduct of the PWDB business. A potential conflict of interest exists if a PWDB member takes any action, which would be to his/her private financial gain or loss, or to that of his/her family or employer, or any other apparent legal conflict of interest. A potential conflict does not exist if the financial gain or losses affect to the same degree all people in the LWIOA or a large class of people with which the member is associated. Each individual serving on the PWDB must sign a **Conflict of Interest Statement** on an annual basis.

If a potential conflict of interest arises, the affected PWDB member must give notice before taking action. Such disclosure of potential conflict of interest including the source of conflict will be made part of the minutes of the meeting. The affected PWDB member must refrain from discussing and/or voting on that issue.

The PWDB may spend such funds as are needed to protect the PWDB and its individual members from liability incurred in the performance of their duties as members of the PWDB.

ARTICLE XI – QUORUM

A majority of the current membership of the PWDB must be present at any meeting of the PWDB to constitute a quorum for the transaction of any business to come before the PWDB. A "roll call" vote can be requested by any member and will be recorded in the minutes.

ARTICLE XII – AMENDMENTS

Amendments to these Bylaws may be necessary from time to time. Any proposed changes to the Bylaws must be presented to the members of the PWDB and approved by a majority vote of the PWDB. The amended Bylaws are then

[1] Qualified is defined by this Board as a member with no conflict of interest or benefit from the vote

presented to the Pinal County Attorney and Boards of Supervisors for final approval. Each time the Bylaws are amended, a copy of the updated Bylaws will be distributed to all PWDB members, and Pinal County Boards of Supervisors.