

SERVICE AGREEMENT WORKFORCE DEVELOPMENT SERVICES

This Agreement is entered into by and between the **County of El Paso**, a political subdivision organized and existing under the laws of the State of Texas, hereinafter referred to as “County,” and **Project ARRIBA**, a Texas non-profit corporation, hereinafter referred to as “Contractor.”

Whereas, Contractor agrees to provide professional workforce development services for one year and County agrees to provide funding for such services pursuant to this Agreement; and

Whereas, the County approves Contractor’s budget attached hereto as “Exhibit A” and fully incorporated herein by this reference;

Now therefore, in consideration of the promises and agreements hereinafter set forth, the parties adopt the above recitals and agree as follows:

WITNESSETH

As consideration, the County and Contractor hereby agree Contractor shall provide the services described below with payment by the County not to exceed **one hundred and fifty thousand dollars** (\$150,000.00) during the Agreement period; provided Contractor provides satisfactory services and meets all performance measures set by the County.

1. DURATION

Regardless of the date of execution, the term of this Agreement is one year that begins October 1, 2022 and ends September 30, 2023.

2. SCOPE

Contractor agrees any and all funds it receives from the County pursuant to this Agreement shall be used to provide a successful, documented, and integrated array of quality community-based workforce development services to indigents and other qualified recipients building on inherent strengths of consumers, families, staff, and community to contribute to and benefit from that effort. These services are further described in “Exhibit B,” attached hereto and fully incorporated herein by this reference.

3. PERSONNEL AND FACILITIES

Contractor represents it has or will secure, at its own expense, all personnel required to perform the services under this Agreement and such personnel shall not be employees of the County. Contractor shall provide the office space, equipment, supplies, and other materials as may be necessary to accomplish the services outlined herein.

4. INDEPENDENT CONTRACTOR

It is expressly understood and agreed by the parties that Contractor is contracted and engaged as an independent contractor and is not an officer, agent, or employee of the County.

5. PERFORMANCE

Contractor shall provide the services in a professional, competent, and effective manner consistent with quality and standards for like professionals in the field. County retains the right to monitor performance under this Agreement on a periodic basis to assure compliance with the terms of the Agreement. Contractor will provide any assistance, records, and information needed by the County to monitor, audit, and/or evaluate Contractor's performance and accountability under this Agreement (See Exhibit C, fully incorporated herein by this reference).

6. MONITORING and RECORD RETENTION

The County may visit Contractor's premises at any reasonable time for the purpose of verifying that Contractor is in compliance with the terms of this Agreement. Such visits by the County shall also be made for the purpose of auditing, monitoring, or evaluating any federal, state, municipal regulation or law that may apply to this program. Contractor shall retain records for a period of time, even after termination of this Agreement, that complies with applicable law, appropriately accommodates County's ability to audit, and allows final resolution of any pending event such as records request, audit, claim, or litigation.

7. BUDGET

Funds provided by the County must be spent in accordance with the budget, "Exhibit A." For purposes of this Agreement, "program costs" are participant training costs (tuition, books, school materials), and case management salaries are salaries and fringe benefits of staff assigned to carrying out the activities and services under this contract. The County shall have the right to audit records and review the financial status of the program, and upon finding unexpended or misused funds, shall at its sole option adjust the Agreement budget to reallocate any excess or remaining funds to other County needs. Any changes to the budget will require approval by the County. The total adjusted amount shall not exceed the original budget total set forth in "Exhibit A." Contractor shall promptly provide the County any and all documentation required to substantiate the billings for services provided.

8. PAYMENT SCHEDULE

Contractor shall submit a monthly reimbursement request to the County contact person, designated by Commissioners Court, for review and verification that services have been satisfactorily provided. If services have been satisfactorily provided, the County contact person shall submit the reimbursement request to the County Auditor for processing as a claim. Payments will be made to Contractor on a monthly basis and only after submission and approval of the reimbursement requests. The reimbursement request should include copies of all applicable receipts evidencing monies that have been expended related to the services provided herein. In no event shall the County be liable for any expenses for which the Contractor is reimbursed from any other source. Further, Contractor's request for reimbursement shall certify the County is not being billed for services for which Contractor is reimbursed from another source.

9. TERMINATION

Either party may terminate this Agreement, with or without cause, upon thirty (30) days prior written notice to the other party.

10. NOTICES

All notices, communications and reports under this Agreement shall be either hand delivered, faxed, or mailed, postage prepaid in the United States Postal Service, to the respective parties at the respective addresses shown below, unless and until either party is otherwise notified in writing:

To the County: Ricardo A. Samaniego, County Judge
County of El Paso, 500 E. San Antonio,
El Paso, Texas 79901

To Contractor: Roman Ortiz, Chief Executive Officer
Project ARRIBA, Inc.
1155 Westmoreland, Suite 235
El Paso, Texas 79925

11. INDEMNIFICATION

Contractor agrees to indemnify and hold harmless the County and its officers, employees, and agents from and against all liabilities, claims, actions, expenses (including attorneys' fees and costs related to any such claim, action, or proceeding), obligations, losses, fines, penalties, and assessments resulting from or arising out of Contractor's obligations, services, operations, activities, default, negligence, and/or misconduct under this Agreement, whether by the Contractor, its directors, officers, employees, or agents.

12. LIABILITY INSURANCE

Contractor shall file with the County Risk Manager a Certificate of Liability Insurance that is satisfactory to the County Risk Manager from an insurance company licensed to do business in Texas, certifying such insurance coverage is in effect for the term of this Agreement. At a minimum, coverage provided by such policy shall be \$100,000 for each person and \$300,000 for each occurrence for bodily injury or death and \$100,000 per occurrence for damage to property.

13. AMEND TO ADDRESS CHANGE IN LAW

Both parties recognize that law, rules, and regulations applicable to their performance and this Agreement are subject to change. The parties specifically agree any provision in this Agreement may be amended to bring this program or Agreement into compliance with such change in laws, rules, and regulations. An amendment to the Agreement due to a change in applicable laws, rules and regulations is deemed to occur as soon as necessary to allow the parties to remain compliant. The parties will cooperate to promptly conform their Agreement to any applicable legal changes.

14. COVENANTS

A. NO ASSIGNMENT

Contractor shall not assign, delegate, or attempt to convey an interest in this Agreement. In the event Contractor does attempt to so convey an interest in this Agreement, said Agreement shall be terminable.

B. COMPLIANCE WITH LAWS

Contractor shall comply with all applicable federal, state, and local laws, ordinances, codes, and regulations. Failure to do so in any manner that materially impairs the quality of performance hereunder or affects the administration of the funds provided shall constitute a material breach of this Agreement.

C. PROHIBITED ACTS

Contractor covenants that during the term of this Agreement:

(1) Conflict of Interest: It has no interest in, and shall not acquire any interest, direct or indirect, in any contract or subcontract that will conflict in any manner or degree with the performance of the services performed under this Agreement. Any violation of this paragraph, with knowledge express or implied, by the Contractor shall render this Agreement voidable by the County and shall entitle the County to appropriate reimbursement.

(2) Discrimination: No person in the United States has been or will be, on the grounds of race, color, national origin, age, sex, religion, disability or other legally protected category, excluded from participation in, denied the benefits of, or be subject to discrimination under, any program or activity funded in whole or part with funds made available to the Contractor pursuant to the terms of this Agreement.

(3) Discriminatory Criteria: Contractor may not use criteria or methods of administration that have the effect of a) subjecting individuals to discrimination on the basis of race, color, national origin, age, sex, religion, disability, or other legally protected category, and/or b) defeating or substantially impairing accomplishment of the object of programs funded under this Agreement with respect to individuals in a legally protected category.

(4) Prohibited Interest: No member, officer, or employee of the Contractor, or its designees or agents, or members of Commissioners Court, and no other public official of the County who exercises any functions or responsibilities with respect to the program during their tenure or for one (1) year thereafter, assisted with this Agreement or has had any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, shall perform work in connection with these services or program.

D. NON-RELIGIOUS ACTIVITIES

Contractor will provide the stated services in a manner that is exclusively non-religious in nature and scope. Contractor agrees there will be no religious services, proselytizing, instruction, or any other religious influences in connection with the services provided under this Agreement.

E. SUBCONTRACTS

None of the services covered by this Agreement shall be subcontracted without the prior written consent of the County. Contractor shall be fully responsible for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by them.

15. **ENTIRE AGREEMENT**

This Agreement constitutes and expresses the entire agreement of the parties in reference to the services of the Contractor for the County.

APPROVED on _____, 2022.

THE COUNTY OF EL PASO

PROJECT ARRIBA

By: _____
Ricardo A. Samaniego
County Judge
Date: _____

By: _____
Roman Ortiz
Chief Executive Officer
Date: _____

APPROVED AS TO CONTENT:

Michael Hernandez, Director
Economic Development Department

APPROVED AS TO Form:

Claudia J. Aranda
Claudia J. Aranda
Assistant County Attorney

EXHIBIT A**Fiscal Year 2022 - 2023****Budgetary Request Form 1- Outside Agencies**Department/Agency: Project ARRIBA

Index: _____

Page: 1 of 1Contact: Roman S. Ortiz, CEOPhone No: 915-843-4055Address: 1155 Westmoreland, Suite 235
El Paso, Texas 79925

County Sub-Object	County Sub-object Titles	Justification/Purpose	Amounts Requested
Direct Program	Participant Expenses (e.g. Tuition, Books, Materials)	In order to remove barriers from training and increase persistence among the at-risk population proposed to be served, Project ARRIBA will provide much needed assistance for expenses directly related to the participants' education to include tuition, books, school materials and testing fees directly related to long-term training.	120,000
Direct Program	Case Management Salaries	Case Managers are a vital component of Project ARRIBA that promote job training success and increase academic retention and graduations rates.	30,000
	Total Direct Program		150,000
	Total Budget		\$150,000

EXHIBIT B

STATEMENT OF WORK

COUNTY OF EL PASO, STATE OF TEXAS

SECTION 1 - Project Abstract

The purpose of this Grant will be to create a permanent and sustainable source of local nurses, healthcare professionals, and other professionals in high-demand careers to address the severe shortage in the El Paso, Texas region. Project ARRIBA (herein after the “Grantee”) will provide long term, high skilled training and case management services to eligible El Paso County residents. These residents require the occupational skills necessary to access jobs in hard to fill demand occupations, as determined by El Paso’s local economy.

SECTION 2 - Funding Authority

This grant is entered into under the provisions of the approved allocation of \$150,000 to Project ARRIBA - by a majority vote from the County Commissioners Court on December 12, 2022.

SECTION 3 - Allowable Services/Activities

The Grantee sponsors training that will lead to a Bachelor’s Degree, Associate Degree and/or Licensed Certification in high demand industries such as health sciences, tourism and hospitality, agriculture and culinary arts, and vocational trades, as determined by El Paso’s local economy. For purposes of this Agreement, “program costs” are participant training costs (tuition, books, school materials), and “case management salaries” are salaries and fringe benefits of staff assigned to carrying out the activities and services under this contract.

The health field occupations include but are not limited to, Registered Nursing, Licensed Vocational Nursing, Physical Therapy Assistant, Radiology Tech, Respiratory Care Tech, Donor Care Specialist, Surgical Technologist, Nutrition and Public Health, and Other Allied Health Fields. Other demand occupations being researched to expand participation in the program include, but are not limited to, museum studies, culinary, and graphic arts, within the industries of tourism and hospitality, as well as vocational trades such as Diesel Mechanic, Electricians, HVAC, Industrial Machinery Mechanics, Truck Drivers, and Welders. The Grantee will provide assistance for expenses directly related to the participants’ education for the fall 2022, spring 2023, and summer 2023 school semesters. Expenses directly related to the participants training include, but are not limited to:

- **Tuition:** Tuition and fees for credited and non-credited continuing education courses at El Paso Community College (EPCC), Texas Tech University Health Sciences Center El Paso (Texas Tech) and the University of Texas at El Paso (UTEP). Project ARRIBA will cover credited courses that are required in a participant’s degree program. Continuing education courses include cardiopulmonary resuscitation (CPR), CPR renewal courses, seminars required for healthcare participants, and English as a Second Language courses. Fees imposed by EPCC, UTEP & Texas Tech

include, but are not limited to, general use fees, technology fees, individual instruction fees, professional practice insurance fees, clinical fees, and laboratory fees.

- **Books:** Project ARRIBA covers course textbooks required or recommended by the instructor for successful completion of the course. Case managers authorize the purchase of each textbook based on the participant's degree and the instructor's syllabus, which lists all recommended and required textbooks for the course.
- **School Materials / Testing Fees:** Basic school supplies (pens/pencils, paper, binders, notebooks), nursing/health uniforms, nursing kits, required background checks, fingerprinting, drug screenings, immunizations, TSI testing (college placement exam), licensing and certification exams. School materials for participants enrolled in trades at EPCC's Advances Technology Center include, but are not limited to, basic school supplies, hand tools, general lab/shop equipment, and specialty tools and equipment required for the successful completion of the program. Testing fees necessary to accessing training programs and certifications exams in the selected trade will be covered by Project ARRIBA.
- **Case Management Salaries:** Salaries, wages, and fringe benefits incurred by staff assigned to carry out the activities and services under this contract. The case management team is made up of four Senior Case Managers and a Case Manager II. Case Managers are responsible for working with participants to successfully access training and services, monitoring participants' progress and effectiveness, and providing counseling and accountability.

SECTION 4 - Eligibility

Participants eligible for the program will reside in the County of El Paso, Texas, but outside city limits, who have historically experienced a high level of unemployment and/or lack the occupational skills necessary to obtain / maintain employment.

The Grantee's minimum entry requirements for program participation are:

- At or below 200% of the Health & Human Services Poverty Guidelines for FY2016
- Enrolled in the Intensive English Program at El Paso Community College (EPCC) and/or
- High School Diploma or GED
- U.S. Citizenship or Resident Alien status
- Reside within El Paso County, but outside of the city limits
- ESL student and/or English language proficiency
- Committed to work and live in El Paso County for 2-years post program completion
- Attending a public college or university (El Paso Community College, University of Texas at El Paso & Texas Tech University Health Sciences Center (TTUHSC) El Paso Gayle Greve Hunt School of Nursing)

SECTION 5 - ACTIVITIES AND PERFORMANCE MEASURES

The Grantee shall be responsible for the following among a **Rural** County Population:

- 5.1 Case Manage 60 Rural County Participants training for demand occupations as listed above.
- 5.2 Of the 60 Rural County Participants, 85% will persist in training and/or graduate at the end of the contract term. 80% will persist in training and/or graduate within three-years from the date of enrollment.
- 5.3 Of the 60 Rural County participants, a minimum of 90% will pursue a degree or certification in a healthcare related or other approved field.
- 5.4 Of the 60 Rural County Participants, 13 will graduate on or before September 30, 2023. 60% or 36 will graduate within 3-years from their date of enrollment in the Project ARRIBA program.
- 5.5 Thirteen (13) Rural County Residents will be job placed at or above \$15.00/hr. within 180 days of the grant end date in a targeted occupation. This will represent \$436,800 in additional payroll to the rural areas within 12-full months of employment.

SECTION 6 - Reporting Requirements

- 6.1 In addition to any reports required by the General Grant Terms, the Grantee shall provide monthly written reports to the County on the status of performance measures described in Section 5 of this Statement of Work by the 20th of the month following the report month.
- 6.2 The data provided shall be cumulative.
- 6.3 The Grantee shall provide a written comprehensive final report to the County regarding the outcome of the grant. The final report shall include a description of the project, review of the activities accomplished and project goals achieved during the grant period. This report should also identify positive outcomes and areas needing improvement. This report is due not later than 60 days after the grant end date.
- 6.4 The Grantee will track participants (income, location, employment advancement, self-sufficiency, etc...) for 5-years post program. After contract completion, a participant employment status report will be submitted to the County annually, no later than October 20th of each year following contract completion.
- 6.5 The specified reports shall be delivered to the following address:

County of El Paso
Michael Hernandez, Director
Economic Development Department
500 E. San Antonio, Suite 312
El Paso, TX 79901

EXHIBIT C
Performance Report

Performance Report	2019	2020	% Change from previous year	2021	% Change from previous year	2022	% Change from previous year	2023	% Change from previous year
Number of County Graduates									
Number of County New Enrollees									
Persistence Rate									
Total # Job Placement for County resident participants									
Total # of Job Placement for county participants in ___ field									
___ field									
___ field									
Average Wage at graduation									
Average Wage 6 months post-graduation									
# of County participants per zip code _____									
Zip Code _____									

<u>Zip Code</u>									
<u>Zip Code</u>									
County Funding	50,000	75,000		75,000		\$100,000		\$75,000	