



DEPARTMENT OF ECONOMIC SECURITY

Your Partner For A Stronger Arizona

INTERGOVERNMENTAL AGREEMENT (IGA)

Contract between the Arizona Department of Economic Security ("DES") and Gila County REPAC (Re-Employment and Pre-Layoff Assistance Center).

WHEREAS DES is duly authorized to execute and administer contracts under A.R.S §41-1954 and,

WHEREAS Gila County REPAC is duly authorized to execute and administer contracts under A.R.S. §11-201; and,

WHEREAS DES and Gila County REPAC 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.

THEREFORE, DES and Gila County REPAC agree to abide by all the terms and conditions set forth in this Agreement.

In accordance with A.R.S. § 35-3903.06, Gila County REPAC certifies that Gila County REPAC does not have scrutinized business operations in Iran.

In accordance with A.R.S. § 35-391.06, Gila County REPAC certifies that Gila County REPAC does not have scrutinized business operations in Sudan.

BY SIGNING THIS FORM ON BEHALF OF GILA COUNTY REPAC, THE SIGNATORY CERTIFIES HE/SHE HAS THE AUTHORITY TO BIND GILA COUNTY REPAC TO THIS CONTRACT

FOR AND ON BEHALF OF THE ARIZONA DEPARTMENT OF ECONOMIC SECURITY

[Handwritten signature of Elizabeth G. Csaki]

Procurement Officer Signature

Elizabeth G. Csaki, CPPB Printed Name

Professional Services Unit Manager Title

Date

6/10/2010

DE101056001

DES Contract Number

IN ACCORDANCE WITH A.R.S. §11-952 THIS CONTRACT HAS BEEN REVIEWED BY THE UNDERSIGNED WHO HAVE DETERMINED THAT THIS CONTRACT IS IN APPROPRIATE FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO EACH RESPECTIVE PUBLIC BODY.

ARIZONA ATTORNEY GENERAL'S OFFICE

By: [Handwritten signature of Barbara M. Behren] Assistant Attorney General

Date: 6/7/10

FOR AND ON BEHALF OF GILA COUNTY REPAC

[Handwritten signature of Shirley L. Dawson]

Signature

Shirley L. Dawson Printed Name

Chairman, Gila County Board of Supervisors Title

Date

5/4/10

[Handwritten signature of Raymond M. ...]

By: [Handwritten signature] Public Agency Legal Counsel

Date: 4/10/12

**1.0 DES VISION AND MISSION STATEMENTS**

- 1.1 DES Vision: Every child, adult, and family in the State of Arizona will be safe and economically secure.
- 1.2 DES Mission: DES promotes the safety, well-being, and self sufficiency of children, adults, and families."

**2.0 PARTIES**

- 2.1 This Intergovernmental Agreement (IGA) is between DES and Gila County REPAC.

**3.0 TERM OF AGREEMENT**

**3.1 TERM**

The term of this Agreement shall have an effective date of July 1, 2009 and end on June 30, 2014, 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.

**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-materials alteration that affects the provisions of this Agreement. Non-material alterations that do not require a written amendment are as follows:

1. Change of address.
2. Change of telephone number.
3. Change in authorized signatory.
4. Change in the name and/or address of the person to whom notices are to be sent.
5. Changes in contract related personnel positions of Gila County REPAC which do not affect staffing rations, staff qualifications or specific individuals required under this contract.

**5.0 DEFINITIONS**

- 5.1 "DES" is the party who is providing the One-Stop location space.
- 5.2 "DES Site Location" means the facility where the location of integrated program services will occur.
- 5.3 "Gila County REPAC" is the party who is locating with DES.
- 5.4 "Agreement" means the executed Intergovernmental Agreement between the governmental parties.

**6.0 PURPOSE OF AGREEMENT**

- 6.1 The purpose of this Agreement is to provide the required one-stop services outlined in 20 CFR 662.200 as required under the Workforce Investment Act of 1998. As a mandated partner in the one-stop service delivery system, DES must provide services in the identified one-stop facility within each Local Workforce Investment Area (LWIA). This agreement outlines the provisions under which DES will provide those services.

**7.0 MANNER OF FINANCING**

- 7.1 DES/Employment Services is 100% federally funded.

**8.0 SERVICE DESCRIPTION**

- 8.1 Provision of services to clients under the Workforce Investment Act of 1998 to consolidate, coordinate, and improve employment, training, literacy, and vocational rehabilitation programs in the United States and for other purposes.

**9.0 RESPONSIBILITIES**

- 9.1 DES and Gila County REPAC agree as follows in order to meet the requirements of the Workforce Investment Act of 1998:

- 9.2 DES shall provide Gila County REPAC with 63.0 net square feet of workspace at Location I – Lake Havasu City (Section 26.1 Occupancy Information) for Gila County REPAC staff and shall provide the necessary common area needed for Gila County REPAC staff to perform work duties.
- 9.3 DES shall provide Gila County REPAC with 164.0 net square feet of workspace at Location II - Safford (Section 26.1 Occupancy Information) for Gila County REPAC staff and shall provide the necessary common area needed for Gila County REPAC staff to perform work duties.
- 9.4 Gila County REPAC will reimburse DES for usage of the workspaces and a percentage of the common area used by Gila County REPAC staff at both locations on a monthly basis.

**10.0 REPORTING REQUIREMENTS**

- 10.1 Gila County REPAC shall provide to DES the following reports: Not Applicable

**11.0 PAYMENT REQUIREMENTS**

- 11.1 DES will invoice Gila County REPAC within ninety (90) days from the date the charges are incurred under this Agreement.
- 11.2 Invoices shall be submitted, by DES, to the contact's address in Section 12.1.
- 11.3 Gila County REPAC shall prepare and issue a warrant within thirty (30) days of receipt of the invoice.
- 11.4 The warrant shall be submitted to contact and address in Section 12.2.

**12.0 NOTICES**

- 12.1 All notices to Gila County REPAC regarding this Agreement shall be sent to the following address:

Breana York  
 Fiscal Manager, REPAC/WIA  
 Gila County REPAC  
 5515 South Apache Avenue  
 P. O. Box 2778  
 Globe, Arizona 85502  
 Phone: (928) 425-7631 ext 8652  
 Fax: (928) 425-9468  
 E-Mail: [byork@co.gila.az.us](mailto:byork@co.gila.az.us)

- 12.2 All notices to DES regarding this Agreement shall be sent to the following address:

Kathryn Todd, Programs & Projects Specialist  
 Budget & Planning Unit  
 AZ/DES/Employment Administration  
 Site Code: 734A  
 1789 West Jefferson Road  
 Phoenix, Arizona 85007  
 Phone: 602-542-0929  
 Fax: 602-541-3690  
 E-mail: [KTodd@azdes.gov](mailto:KTodd@azdes.gov)

- 12.3 Notices, requests, or demands given or made upon the parties hereto, pursuant to or in connection with this Agreement, unless otherwise noted, shall be delivered in person or sent by United States Mail, postage prepaid, to the parties at their respective address as indicated above.
- 12.4 All notices shall reference the contract number(s) as indicated on the signature page of this Agreement.
- 12.5 The DES Local Office Coordinator staffed at each location site will handle routine non-monetary office and facility related issues or concerns.

**13.0 DISPOSITION OF PROPERTY**

- 13.1 It is the purchasing party's responsibility to dispose of furniture or office equipment purchased during the term of this Agreement as authorized in that party's rules and regulations.

**14.0 OTHER MATTERS**

- 14.1 Not Applicable

**15.0 AVAILABILITY OF FUNDS FOR THE NEXT STATE FISCAL YEAR**

- 15.1 Funds may not presently be available for performance under this Agreement beyond the current fiscal year. If funds are not allocated and available for the continuance of this Contract, this Contract may be terminated by DES at the end of the period for which funds are available.
- 15.2 No liability shall accrue to DES in the event this provision is exercised, and DES shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

**16.0 AVAILABILITY OF FUNDS FOR THE CURRENT STATE FISCAL YEAR**

- 16.1 Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the ADES may take any of the following actions:
- 16.1.1 Reduce payments or units authorized;
- 16.1.2 Accept a decrease in price offered by Gila County REPAC;
- 16.1.3 Cancel the Contract;
- 16.1.4 Cancel the Contract and re-solicit the requirements; or
- 16.1.5 The Director of DES shall have the sole and unfettered discretion in determining the availability of funds. The DES and Gila County REPAC may mutually agree to reduce reimbursement to the DES when the payment type is Fixed Price with Price Adjustment by executing a contract amendment.

**17.0 ARBITRATION**

- 17.1 The parties to this Agreement agree to resolve all disputes arising out of or relating to this Agreement 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 (Title 41).

**18.0 CANCELLATION FOR CONFLICT OF INTEREST**

- 18.1 Pursuant to A.R.S. §38-511, the State, its political subdivisions or any department or agency of either may, within three years after its execution, cancel any contract without penalty or further obligation, made by the State, its political subdivisions or any department or agency of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State, its political subdivisions or any department or agency of either is, at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or a consultant to any other party to the Contract with respect to the matter of the Contract. A cancellation made pursuant to this provision shall be effective when Gila County REPAC received written notice of the cancellation, unless the notice specifies a later time.

**19.0 NON-DISCRIMINATION**

- 19.1 Gila County REPAC shall comply with Executive Order 2009-09, 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 all other applicable State and Federal employment laws, rules and regulations, including the Americans with Disabilities Act. Gila County REPAC shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, religion, sex, national origin or disability.

**20.0 COMPLIANCE WITH APPLICABLE LAW**

- 20.1 This Agreement shall be governed and interpreted by the laws of the State of Arizona. The materials and services supplied under this Agreement shall comply with all applicable Federal, State and local laws, and Gila County REPAC shall maintain all applicable licenses and permit requirements.

**21.0 DATA SHARING AGREEMENT**

- 21.1 If determined by the DES that sharing of confidential data will occur with Gila County REPAC, Gila County REPAC shall complete the DES Data Sharing Request Agreement and submit the completed Agreement to DES/EA Program Designated Staff prior to any work commencing or data shared. A separate Data Sharing Request Agreement shall be required between Gila County REPAC and each DES Program sharing confidential data.

**22.0 INDEMNIFICATION**

- 22.1 Indemnification for Gila County REPAC
- 22.1.1 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.

**23.0 INSURANCE REQUIREMENTS**

- 23.1 Insurance Requirements for Governmental Parties to an IGA;
- 23.1.1 None.

**24.0 IT 508 COMPLIANCE**

- 24.1 Unless specifically authorized in the Agreement, any electronic or information technology offered to the State of Arizona under this Agreement shall comply with A.R.S. §41-2531 and 2532 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.

**25.0 RECORDS AND AUDIT**

- 25.1 Pursuant to A.R.S. §35-214 and §35-215, Gila County REPAC shall retain and shall contractually require each subcontractor to retain all data, books and other records ("Records") relating to this Contract for a period of five (5) years after the completion of the Contract. All records shall be subject to inspection and audit by DES at reasonable times. Upon request, Gila County REPAC shall produce the original of any of all such Records at no cost.

**26.0 RIGHT OF OFFSET**

- 26.1 DES shall be entitled to offset against any sums due Gila County REPAC, any expenses or costs incurred by the DES, or damages assessed by the DES concerning Gila County REPAC's non-conforming performance or failure to perform the Agreement, including expenses, costs and damages.

**27.0 THIRD-PARTY ANTITRUST VIOLATIONS**

- 27.1 Gila County REPAC assigns to DES any claim for overcharges resulting from antitrust violations concerning materials or services supplied by third parties to Gila County REPAC, toward fulfillment of this contract.

**28.0 FINGERPRINTING**

- 28.1 The provisions of A.R.S. §46-141 (as may be amended) are hereby incorporated in their entirety as provisions of this contract. For reference, these provisions include, but are not limited to, the following:
  - 28.1.1 Personnel who are employed by Gila County REPAC, whether paid or not, and who are required or allowed to provide services directly to juveniles or vulnerable adults shall submit a full set of fingerprints to DES for the purpose of obtaining a state and federal criminal records check pursuant to section 41-1750 and Public Law 92-544 or shall apply for fingerprint clearance card within seven (7) working days of employment.
  - 28.1.2 Gila County REPAC shall assume the costs of fingerprint checks and may charge these costs to its fingerprinted personnel. DES may allow all or part of the costs of fingerprint checks to be included as an allowable cost in a contract.
  - 28.1.3 Except as provided in A.R.S. §46-141 (as may be amended), this contract may be cancelled or terminated immediately if a person employed by Gila County REPAC 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.
  - 28.1.4 Personnel who are employed by any Gila County REPAC whether paid or not, and who are required or allowed to provide services directly to juveniles shall certify on forms provided by DES and notarized whether they are awaiting trial on or have ever been convicted of any of the offenses described in A.R.S. §46-141 (as may be amended).
  - 28.1.5 Personnel who are employed by any Gila County REPAC, whether paid or not, and who are required or allowed to provide services directly to juveniles shall on forms provided by DES and notarized whether they have ever committed any act of sexual abuse of a child, including sexual exploitation and commercial sexual exploitation, or any act of child abuse.
  - 28.1.6 Federally recognized Indian tribes or military bases may submit and DES shall accept certifications that state that no personnel who are employed or who will be employed during the contract term have been convicted of, have admitted committing or are awaiting trial on any offense as described in A.R.S. §46-141(H) (as may be amended).

**29.0 FEDERAL IMMIGRATION AND NATIONALITY ACT**

- 29.1 By entering into this Agreement, both parties warrant compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration

status of its employ Both parties shall obtain statements from their 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. Both parties and their 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.

29.2 The State may request verification of compliance for any Gila County REPAC or subcontractor performing work under the Contract. Should the State suspect or find that Gila County REPAC 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 Gila County REPAC. All costs necessary to verify compliance are the responsibility of Gila County REPAC.

### 30.0 OCCUPANCY INFORMATION

#### 30.1 Site Location(s)

Location I – Lake Havasu  
DES Location 421  
228 London Bridge Road  
Lake Havasu, Arizona 86403

Location II – Safford  
DES Location 631  
1938 Thatcher Blvd  
Safford, Arizona 85546

#### 30.2 Costs

Determination of the proportionate share of monthly occupancy costs, as well as other costs herein, is based on the square foot allocation.

#### 30.3 Location I – Lake Havasu

Total gross square feet of DES's building space is 14,812.00.

Number of DES workstations 64 and 5,552 net square feet.

Number of Gila County REPAC workstations 1 and 63.00 net square feet.

DES's percent of the building area is 98.88% and 14,645.82 gross square feet.

Gila County REPAC's percent of building area is 1.12% and 166.18 gross square feet.

30.4 DES will invoice Gila County REPAC \$236.80 for their 1.12% share of the occupancy costs as per Section 30.3. This is based on the annual per square foot rate of \$17.10 times 166.18 square feet allocated divided by 12 months.

#### 30.5 Location II – Safford

Total gross square feet of DES's building space is 14,706.00.

Number of DES workstations 81 and 8,764.70 net square feet.

Number of Gila County REPAC workstations 2 and 164.00 net square feet.

DES's percent of the building area is 58.38% and 14,435.88 gross square feet.

Gila County REPAC's percent of the building area is 1.84% and 270.12 gross square feet.

30.7 DES will invoice Gila County REPAC \$305.90 for their 1.84% share of the occupancy costs as per Section 30.5. This is based on the annual per square foot rate of \$13.59 times 270.12 square feet allocated divided by 12 months.

30.8 The occupancy costs for both locations will include the following services:  
Electricity  
Gas Service  
Water/sewer  
Trash  
Housekeeping, including supplies  
Exterior ground maintenance  
Janitorial, including routine supplies

30.9 DES shall ensure the maintenance of the structural elements, heating, cooling and other systems of both locations.

30.10 Any requests by Gila County REPAC for changes, alterations or modifications to their work space after move in will be submitted to DES's designated site coordinator for processing of the work order to the appropriate DES personnel. If the work order is approved, the costs will be billed to Gila County REPAC at the address in Section 12.1.

30.11 Any request for an exterior sign(s) must be approved in advance by DES. Signage requests must comply with all City code/ordinance requirements and in non-owned facilities will also require advance approval regarding any sign requirements/standards that they may have. Upon termination of this Agreement, any costs to remove a sign(s) and/or to return the building to its original conditions, installed at Gila County REPAC's request, will be assigned to Gila County REPAC.

30.12 Any changes to DES' direct costs shall be justified, separately negotiated and included as amendments to this Agreement.

**31.0 Indirects**

31.3.1 Indirect charges as defined by OMB Circular A-87, which states, in part, "that indirect costs are those that have been incurred for common or joint purposes. These costs benefit more than one cost objective and cannot be readily identified with a particular final cost object without effort disproportionate to the results achieved." will be invoiced at 1.12% for Location I and 1.84% for Location II of the total occupancy costs plus monthly voice bill.

**32.0 TELECOMMUNICATIONS – VOICE/DATA**

32.1 DES will provide the following voice requirements, wiring, and installation as identified for Location I:

- Instruments/lines
- Voice Mail
- T-1 Line(s)
- Telephone(s)
- Fax machine – Resource Room/Office Area
- UI Ring Down Phone Line
- Maintenance and repair of instruments

32.2 Gila County REPAC will provide the following voice requirements, wiring, and installation as identified for Location I:

- Instruments/lines
- Voice Mail
- T-1 Line(s)
- Fax machine
- Maintenance and repair of instruments

32.3 DES will provide the following voice requirements, wiring, and installation as identified for Location II:

- Instruments/lines
- Voice Mail
- T-1 Line(s)
- Telephone(s)
- Fax machine – Resource Room/Office Area
- UI Ring Down Phone Line
- Maintenance and repair of instruments

32.4 Gila County REPAC will provide the following voice requirements, wiring, and installation as identified for Location II:

- Instruments/lines
- Voice Mail
- T-1 Line(s)
- Fax machine
- Maintenance and repair of instruments

**32.5 Voice Communication Charges**

For voice communication charges each month, DES will invoice the actual costs of the voice communications based upon the proportionate share of the voice communications for the preceding month to Gila County REPAC.

32.5.1 The percentage invoiced for Location I will be 1.12%. This is based on the percent of occupancy per Section 30.3 of this Agreement.

32.5.2 The percentage invoiced for Location II will be 1.84%. This is based on the percent of occupancy per Section 30.5 of this Agreement.

**32.6 Voice Communications**

Voice communication adds, moves, or changes are the responsibility of each party. The party requesting the adds, moves, or changes will coordinate the payment with the party owning the equipment. The responsible party renders payment upon invoice by the party owning the equipment.

**32.7 Data Communications**

Data communications is the responsibility of each party. Adds, moves, and changes to data communications is the responsibility of each party.

**33.0 OFFICE FURNITURE AND EQUIPMENT**

33.1 DES will provide the following at the Location I:

- Office supplies for DES staff
- Desk(s)
- Side chair(s)
- Computer table (s)
- 1 Modular workstation(s)
- Partitioned workstation(s)
- Chair(s)
- File cabinet(s)
- Copier(s)

33.2 Gila County REPAC will provide the following at the Location I:

- Modular workstation(s)
- 1 Printer(s)
- 1 Side chair(s)
- Computer table (s)
- Office supplies for Gila County REPAC staff
- 1 Bookcase(s)
- Chair(s)
- 1 File cabinet(s)
- Copier(s)
- 1 PC(s)

33.3 DES will provide the following at the Location II:

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> Office supplies for ES staff | <input type="checkbox"/> Partitioned workstation(s) |
| <input type="checkbox"/> Desk(s)                                 | <input type="checkbox"/> Chair(s)                   |
| <input type="checkbox"/> Side chair(s)                           | <input type="checkbox"/> File cabinet(s)            |
| <input type="checkbox"/> Computer table (s)                      | <input checked="" type="checkbox"/> 1 Copier(s)     |
| <input checked="" type="checkbox"/> 1 Modular workstations       | <input checked="" type="checkbox"/> 1 Office(s)     |

33.4 Gila County REPAC will provide the following at the Location II:

- |   |   |
|---|---|
| <input type="checkbox"/> Modular workstation(s)                                 | <input checked="" type="checkbox"/> 2 Bookcase(s)     |
| <input checked="" type="checkbox"/> 1 Printer(s)                                | <input checked="" type="checkbox"/> 2 Chair(s)        |
| <input checked="" type="checkbox"/> 2 Side chair(s)                             | <input checked="" type="checkbox"/> 2 File cabinet(s) |
| <input type="checkbox"/> Computer table (s)                                     | <input type="checkbox"/> Copier(s)                    |
| <input checked="" type="checkbox"/> Office supplies for Gila County REPAC staff | <input checked="" type="checkbox"/> 2 PC(s)           |

33.5 The purchasing party shall retain all furniture and office equipment purchased during the term of this Agreement.

33.6 **Equipment Supplies**

The equipment supplies used such as paper, toner and maintenance costs are the responsibility of each program.

33.7 **Office Supplies**

Each party will be responsible for providing its own staff with office supplies needed to perform their work duties.

34.0 **VETERANS' PRIORITY PROVISIONS**

34.1 This program, funded by the U.S. Department of Labor is subject to the provisions of the "Jobs for Veterans Act" (JVA), Public Law 107-288 (38 USC 4215). The JVA provides priority of service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services. Please note that to obtain priority service, a veteran must meet the program's eligibility requirements. Training and Employment Guidance Letter (TEGL) No. 5-03(September 16, 2003) provided general guidance on the scope of the veterans priority statute and its effect on current employment and training programs. In addition to the TEGL, a series of questions and answers related to priority of service is posted at <http://www.doleta.gov/programs/VETS/> for fifteen (15) programs administered by the Employment and Training Administration (ETA). The Planning Guidance (either the Stand-Alone Planning Guidance at 70 FR 19206 (April 12, 2005)) or the Unified Planning Guidance at 70 FR 19222 (April 12, 2005 )) and TEGL 13-06 and TEGL 13-06, Change 1, entitled "Instructions for Workforce Investment Act and Wagner-Peyser Act State Planning and Waiver Requests for Years 3 and 4 of the Strategic Five-Year State Plan (PY 2007 and 2008)" required states to describe the policies and strategies in place to ensure, pursuant to the Jobs for Veterans Act, that priority of service is provided to veterans (and certain spouses) who otherwise meet the eligibility requirements for all employment and training programs funded by the U.S. Department of Labor and administered by ETA. In addition, the states were required to provide assurances that they will comply with the Veterans' Priority Provisions established by the Jobs for Veterans Act (38 USC 4215). States are bound by their approved state plans.

35.0 **AMERICANS WITH DISABILITY ACT**

35.1 Both parties to this Agreement shall comply with the Americans' with Disabilities Act of 1990 (P.O. 101-336), and as may be amended.

36.0 **COMPLIANCE WITH CIVIL RIGHTS ACT**

36.1 Both parties shall comply with Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, and State Executive Order No. 2009-09, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities. The parties shall comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of disability, in delivering contract services.

37.0 **SALARY AND BONUS LIMITATIONS**

37.1 In compliance with Public Law 110-161 (and any other applicable appropriation provision), none of the funds appropriated in the Act under the heading 'Employment and Training' shall be used by a recipient or sub-recipient of such funds to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II. This limitation shall not apply to vendors providing

goods and services as defined in OMB Circular A-133. Where States are recipients of such funds, States may establish a lower limit for salaries and bonuses of those receiving salaries and bonuses from sub-recipients of such funds, taking into account factors including the relative cost-of-living in the State, the compensation levels for comparable State or local government employees, and the size of the organizations that administer Federal programs involved including Employment & Training Administration programs. See Training and Employment Guidance Letter number 5-06 for further clarification.

**38.0 EMPLOYMENT DISCLAIMER PROVISION**

38.1 This Agreement is not intended to constitute, create, give rise to or otherwise recognize a joint venture, partnership, or format business association or organization of any kind and the rights and obligations of the parties shall be only those expressly set forth in the Agreement.

**39.0 CONFIDENTIALITY OF RECORDS**

39.1 Gila County REPAC shall establish and maintain procedures and controls that are acceptable to the State for the purpose of assuring that no information contained in it's records or obtained from the State or from others in carrying out its functions under the MASGER PROGRAM AGREEMENT shall be used by or disclosed by it, it's agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information shall be referred to the State.

**40.0 OFFSHORE PERFORMANCE OF WORK PROHIBITED**

40.1 Due to security and identify protection concerns, direct services under this Agreement 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 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 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 Agreement. This provision applies to work performed by subcontractors at all tiers.

**41.0 ATTACHMENTS**

- 41.1 Gila County REPAC shall comply with the attached:
- 41.1.1 Attachment 1 Assurances and Certification Signature Page
- 41.1.2 Attachment 2 Procurement Contract Provisions
- 41.1.3 Attachment 3 Retention and Access Requirements for Records
- 41.1.4 Attachment 4 Assurances – Non-Construction Programs
- 41.1.5 Attachment 5 Certification Regarding Debarment, Suspension, and Other Responsibility Matters
- 41.1.6 Attachment 6 Certification Regarding Lobbying
- 41.1.7 Attachment 7 Drug-Free Workplace Certification
- 41.1.8 Attachment 8 Nondiscrimination & Equal Opportunity Assurance
- 41.1.9 Attachment 9 Certification of Release of Information
- 41.1.10 Attachment 10 Certificate Regarding Environmental Tobacco Smoke
- 41.1.11 Attachment 11 Other Administrative Requirements
- 41.1.12 Attachment 12 OMB Circular A-87 Revised
- 41.1.13 Attachment 13 WIA Title 1B Fraud and Abuse Policy of the Workforce Investment Act

**42.0 EXHIBITS**

- 42.1 The following list of exhibits constitutes an integral part of subject Agreement:
- 42.1.1 NONE

**ASSURANCES AND CERTIFICATIONS – SIGNATURE PAGE**

The Department of Labor will not award a grant or agreement where the grantee/recipient has failed to accept the ASSURANCES AND CERTIFICATIONS contained in this section. Therefore, Department of Economic Security/Employment Administration cannot award a grant or agreement where the sub-grantee/sub-recipient has failed to accept the ASSURANCES AND CERTIFICATIONS contained in this section. By signing and returning this signature page, the grantee/recipient is providing the certifications set forth below:

- A. **Assurances - Non-Construction Programs (SF 424 B)**
- B. **Certification Regarding Debarment and Suspension.. (29 CFR Part 98)**
- C. **Certification Regarding Lobbying (29 CFR Part 93)**
- D. **Drug Free Workplace Certification (29 CFR Part 98)**
- E. **Nondiscrimination & Equal Opportunity Assurance (29 CFR Part 37),**
- F. **Certification of Release of Information**
- G. **Certification Regarding Environmental Tobacco Smoke**
- H. **Other Administrative Requirements**
- I. **OMB Circular A-87 Revised**

APPLICANT NAME and LEGAL ADDRESS:

NAME  
ADDRESS  
CITY, STATE, ZIP

If there is any reason why one of the assurances or certifications listed cannot be signed, please explain. Gila County REPAC need only submit and return this signature page with the Intergovernmental Service Agreement. All other instructions shall be kept on file by Gila County REPAC.

<i>Shirley L. Dawson</i>	<i>Chairman</i>
SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
<i>Gila County Board of Supervisors</i>	<i>5/4/10</i>
ORGANIZATION	DATE SUBMITTED

ATTACHMENT 2

29 CFR 97.36 – Procurement - Contract Provisions

(i) **Contract provisions.** Gila County REPAC's and its sub-grantee's contracts must contain provisions in paragraph (i) of this section. Federal agencies are permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy.

- (1) Administrative, contractual, or legal remedies in instances where Department of Economic Security violates or breaches contract terms, and provide for such sanctions and penalties as may be appropriate. (Contracts more than the simplified acquisition threshold)
- (2) Termination for cause and for convenience by Gila County REPAC or it's sub-grantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)
- (3) Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by Gila County REPAC and the Department of Economic Security or sub-grantees)
- (4) Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). (All contracts and sub-grants for construction or repair)
- (5) Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts in excess of \$2,000 awarded by Gila County REPAC and sub-grantees when required by Federal grant program legislation)
- (6) Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts awarded by Gila County REPAC and sub-grantees in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers)
- (7) Notice of awarding agency requirements and regulations pertaining to reporting.
- (8) Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.
- (9) Awarding agency requirements and regulations pertaining to copyrights and rights in data.
- (10) Access by the Gila County REPAC, the sub-grantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Department of Economic Security which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
- (11) Retention of all required records for three years after Gila County REPAC or sub-grantees make final payments and all other pending matters are closed.
- (12) 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). (Contracts, subcontracts, and sub-grants of amounts in excess of \$100,000)
- (13) Mandatory 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). [53 FR 8069, Mar. 11, 1988, as amended at 60 FR 19639, 1995]

ATTACHMENT 3

**29 CFR 97.42 - Retention and access requirements for records**

- (a) **Applicability.**
- (1) This section applies to all financial and programmatic records, supporting documents, statistical records, and other records of Gila County REPAC or sub-grantees which are:
    - (i) Required to be maintained by the terms of this part, program regulations or the grant agreement, or
    - (ii) Otherwise reasonably considered as pertinent to program regulations or the grant agreement.
  - (2) This section does not apply to records maintained by Gila County REPAC or sub-grantees. For a requirement to place a provision concerning records in certain kinds of contracts, see **Sec. 97.36(i)(10)**.
- (b) **Length of retention period.**
- (1) Except as otherwise provided, records must be retained for three years from the starting date specified in paragraph (c) of this section.
  - (2) If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the 3-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular 3-year period, whichever is later.
  - (3) To avoid duplicate recordkeeping, awarding agencies may make special arrangements with Gila County REPAC and sub-grantees to retain any records which are continuously needed for joint use. The awarding agency will request transfer of records to its custody when it determines that the records possess long-term retention value. When the records are transferred to or maintained by the Federal agency, the 3-year retention requirement is not applicable to the Gila County REPAC or sub-grantee.
- (c) **Starting date of retention period**
- (1) General. When grant support is continued or renewed at annual or other intervals, the retention period for the records of each funding period starts on the day the Gila County REPAC or sub-grantee submits to the awarding agency its single or last expenditure report for that period. However, if grant support is continued or renewed quarterly, the retention period for each year's records starts on the day the Gila County REPAC submits its expenditure report for the last quarter of the Federal fiscal year. In all other cases, the retention period starts on the day the Gila County REPAC submits its final expenditure report. If an expenditure report has been waived, the retention period starts on the day the report would have been due.
  - (2) Real property and equipment records. The retention period for real property and equipment records starts from the date of the disposition or replacement or transfer at the direction of the awarding agency.
  - (3) Records for income transactions after grant or sub grant support. In some cases Gila County REPAC must report income after the period of grant support. Where there is such a requirement, the retention period for the records pertaining to the earning of the income starts from the end of the Gila County REPAC's fiscal year in which the income is earned.
  - (4) Indirect cost rate proposals, cost allocations plans, etc. This paragraph applies to the following types of documents, and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).
    - (i) If submitted for negotiation. If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the Gila County REPAC) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.
    - (ii) If not submitted for negotiation. If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the Gila County REPAC) for negotiation purposes, then the 3-year retention period for the proposal plan, or computation and its supporting

records starts from end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

ATTACHMENT 3 CONTINUED

- (d) **Substitution of microfilm.** Copies made by microfilming, photocopying, or similar methods may be substituted for the original records.
- (e) **Access to records**
  - (1) Records of Gila County REPAC and sub-grantees. The awarding agency and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers, or other records of Gila County REPAC and sub-grantees which are pertinent to the grant, in order to make audits, examinations, excerpts, and transcripts.
  - (2) Expiration of right of access. The rights of access in this section must not be limited to the required retention period but shall last as long as the records are retained.
- (f) **Restrictions on public access.** The Federal Freedom of Information Act (5 U.S.C. 552) does not apply to records unless required by Federal, State, or local law, Gila County REPAC and sub-grantees are not required to permit public access to their records.

**ATTACHMENT 4**  
**ASSURANCES NON-CONSTRUCTION PROGRAMS**

Public reporting burden for this collection of Information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

**NOTE:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §~4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §~1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §~6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §~523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §~290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §~3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §~1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §~276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §~327-333), regarding labor standards for federally-assisted construction sub-agreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §~1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §~7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §~1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470) EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §~469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §~2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §~4801 at seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

ATTACHMENT 5

**CERTIFICATION REGARDING**

**DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

**PRIMARY COVERED TRANSACTIONS**

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
  - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal or plan.

## ATTACHMENT 6

### CERTIFICATION REGARDING LOBBYING

#### **Certification of Contracts, Grants, Loans, and Cooperative Agreements**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
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, a 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.
3. The undersigned 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.

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 and not more than \$100,000 for each such failure.

ATTACHMENT 7

**DRUG-FREE WORKPLACE CERTIFICATION**

Gila County REPAC, Arizona, dba Gila County REPAC Community & Economic Development Department certifies it will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about:
  - A. The dangers of drug abuse in the workplace;
  - B. The grantee's policy of maintaining a drug-free workplace;
  - C. Any available drug counseling, rehabilitation, and employee assistance programs; and
  - D. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (1);
4. Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the grant, the employee will:
  - A. Abide by the terms of the statement; and
  - B. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (4)(B) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number (s) of each affected grant;
6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (4)(B), with respect to any employee who is so convicted:
  - A. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - B. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5) and (6).

Gila County REPAC may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, Gila County REPAC, state, zip code):

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Check ( ) if there are workplaces on file that are not identified here.

## ATTACHMENT 8

### NON-DISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE

*Note: This particular assurance (portions which are duplicated elsewhere in other assurances) is applicable to the extent that the program activities are conducted as part of the One Stop delivery system (See 29 CFR 37.2).*

As a condition to the award of financial assistance from the Department of Labor under Title I of WIA, the grant applicant assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

- (1) 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 I B financially assisted program or activity;
- (2) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin;
- (3) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
- (4) The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
- (5) Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The grant applicant 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 applicant's operation of the WIA Title I B financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIA Title I B financially assisted program or activity. The grant applicant understands that the United States has the right to seek judicial enforcement of this assurance.

## ATTACHMENT 9

### CERTIFICATION OF RELEASE OF INFORMATION

This certification is executed with the signing of the certification signature page and submission with the Agreement package.

### CERTIFICATION FOR RELEASE OF INFORMATION

Each grantee must indicate the Federal Share of the grant and the percentage of the grant financed by the Federal share. In this regard, the Certificate for Release of Information is cited below for this purpose. The submission of a signed application containing a copy of this Certification for Release of Information, "shall constitute the necessary certification."

### CERTIFICATION

"The grantee agrees that when issuing statements, press releases, requests for proposals, bid solicitations or other documents describing the grant project or program, the grantee shall clearly state (1) the percentage of the total cost of the program or project which will be or is being financed with Federal money, and (2) the dollar amount of Federal funds for the project or program; except when, the project or program is competitive."

As the duly authorized representative of the applicant, I hereby certify by signing the certification signature page that the applicant will comply with the assurance and certifications in Part III of the Solicitation for Grant Applications (SGA).

ATTACHMENT 10

**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

**Public Law 103-227, Part C:**

Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor routinely owned or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

By signing and submitting the certification signature page with this application the applicant/grantee certifies that it will comply with the requirements of the Act. The applicant/grantee further agrees that it will require the language of this certification be included in any sub-awards which contain provisions for the children's services and that all sub-grantees shall certify accordingly.

## ATTACHMENT 11

### OTHER ADMINISTRATIVE REQUIREMENTS

In performing its responsibilities under this Agreement, the grantee further certifies and assures that it will fully comply with:

**29 CFR Part 97 (Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments)** and the 29 CFR Part 97 clarifications and exceptions specified below:

**29 CFR 97.25 - Program Income.**

Gila County REPAC **shall** use the Addition method for computing Program Income. The grantee may deduct those costs incident to generation of program income from gross income to determine net program income provided that such costs were not charged to grant funds under this Agreement.

**29 CFR 97.31 – Property**

Real property includes both real property acquired under this Agreement and real property transferred to this Agreement from prior agreements.

**29 CFR 97.32 - Equipment and 29 CFR 97.33 – Supplies**

Equipment and Supplies includes both equipment and supplies acquired under this Agreement and equipment and supplies transferred to this Agreement from prior agreements.

#### **Financial Reporting**

**29 CFR 97.41 (a) and (b)**

These are the general parameters for financial reporting.

**29 CFR 97.41 (b)**

The Employment and Training Administration (ETA) is implementing a new Office of Management and Budget (OMB) approved quarterly financial reporting form to be used for financial reporting starting with the quarter which will end September 30, 2007. The reporting instructions for the newly approved form will be issued shortly and will require that State grantees use the ETA Web-based reporting system for the filing of quarterly financial status reports. A separate report must be completed each quarter for each funding source (See Fund Type) provided under this Agreement until such time as such funds for a given year have been expended or expired (i.e., expired due to statutory provision or expired due to terms of a specific grant/plan, as applicable). The software provided to grantees by the grantor agency will contain a menu listing all funding source reporting options to assist the grantees in full reporting coverage.

**29 CFR 97.41 (b) (2)**

This requires Gila County REPAC to report program outlays (expenditures) on an accrual basis.

**29 CFR 97.41 (c) (1)**

The grantee is exempted from the requirement to submit the SF-272, Federal Cash Transactions Report, and the SF-272a, Federal Cash Transactions Report, continuation sheet, provided that the grantee files the SF- 272 (e) electronic report in accordance with the HHS Payment Management System requirements.

## ATTACHMENT 12

### OMB Circular A-87 Revised

Cost Principles for State and Local Governments and the provisions and exceptions specified below:

For those selected items of cost requiring prior approval, the authority to grant or deny approval is delegated to the State for programs funded under this Agreement except that the Secretary reserves the right to require transfer of title on nonexpendable Automated Data Processing Equipment in accordance with the provisions at 29 CFR 97.32 (g). **Pursuant to 20 CFR 652.8(d)(2)**, the Secretary reserves the right to exercise prior approval authority in other areas, after providing advance notice to the State. **Accordingly, capital expenditures for real property are allowable as a direct cost only if approved by the Secretary (Grantor).**

For personnel benefit costs charged to Wagner-Peyser Act funds on behalf of Employment Service (ES) employees who are members of fringe benefit plans which do not meet the requirements of OMB Circular A-87, Attachment B, Item 11, the costs of employer contributions or expenses incurred for ES fringe benefit plans are allowable as an addition to OMB Circular A-87, provided that:

- (i) For retirement plans: (A) all covered employees joined the plan before October 1, 1983; (B) the plan is authorized by State law; (C) the plan was previously approved by the Secretary; (D) the plan is insured by a private carrier which is licensed to operate this type of plan in the applicable State; and (E) any dividends or similar credits because of participation in the plan are credited against the next premium falling due under the contract;
- (ii) For all ES fringe benefit plans other than retirement plans, if the Secretary granted a time extension after October 1, 1983, to the existing approval of such a plan, costs of the plan are allowable until such time as the plan is comparable in cost and benefits to fringe benefit plans available to other similarly employed ES employees. At such time as the cost and benefits of an approved fringe benefit plan are equivalent to the cost and benefits of plans available to other similarly employed ES employees, the time extension will cease and the cited requirements of OMB Circular A-87 will apply; and
- (iii) For retirement plans and all other fringe benefit plans covered in (i) and (ii) of this paragraph, any additional costs resulting from improvements of the plans made after October 1, 1983, are not chargeable to funds under this Agreement.

### 29 CFR PART 96 and 99 (Audit Requirements)

These requirements apply as supplemented by the Wagner-Peyser Act regulations at 20 CFR 652.8(f).

**WIA Title 1B Fraud and Abuse Policy of the Workforce Investment Act**

**POLICY:** WIA regulations require that incidents of fraud, waste, abuse or other criminal activity be reported through the incident reporting to the Department of Labor, Office of Inspector General. All Staff and contracted service providers, in accordance with Federal regulation shall include a system of internal controls which ensure resource use is consistent with laws, regulations and policies; are safe guarded against waste, loss and gross mismanagement of funds; are alerted to the potential of fraud. Abuse and/or criminal acts in the WIA programs through conflict of interest, falsification of records or reports and misappropriation of funds or other assets; an lastly, be aware of obligations to report such activities.

**PROCEDURES: Reporting of Fraud & Abuse:** Information and complaints involving criminal fraud, waste, abuse or other criminal activity by a LWIA or staff must be reported immediately. Reports are made through the Department's Incident Reporting System to the DOL Office of Inspector General, Office of Investigations, Room S5514, 200 Constitution Avenue NW, Washington, D.C. 20210, or to the corresponding Regional Inspector General for Investigations, with a copy simultaneously provided to the Arizona State Attorney General's Office. **The OIG/DOL Hotline number is 1-800-347-3756.** Email notifications can be made to the Office of Inspector General (OIG) at [www.oig.dol/hotnet1.htm](http://www.oig.dol/hotnet1.htm), or, by FAX to 202-693-5210.

***All grantees/Gila County REPACs staff or employees with allegations of fraud, waste, or abuse, should be advised to contact OIG directly, particularly if they want to protect their anonymity. The U.S. Department of Labor (DOL) and its divisions enforce laws that directly protect whistle blowers or have provisions to shield employees from retaliation, for reporting violations of the laws, refusing to engage in any action made unlawful by the laws, or participating in any proceedings under the laws.***

Questions about or complaints alleging a violation of the nondiscrimination provisions of WIA section 188 may be directed or mailed to the Director, Civil Rights Center, U.S. Department of Labor, Room N4123, 200 Constitution Avenue NW, Washington DC 20210 for processing.