CONTRACT BETWEEN
GILA COUNTY AND CENTRAL ARIZONA COLLEGE
PROGRAM YEAR 2012

Contract is between Gila County and Central Arizona College (Contractor).

WHEREAS, Central Arizona College shall provide employment and training services to Workforce Investment Act Title 1 eligible youth in Gila and Pinal Counties in the amount of $630,336.00 for Program Year 2012 – July 1, 2012 – June 2013; and

WHEREAS, these services shall be provided in accordance with Federal and State regulations and the most current local plan; and

THEREFORE, Gila County and Central Arizona College agrees to abide by all terms and condition sets forth in this Contract.

FOR AND ON BEHALF OF GILA COUNTY

Tommie C. Martin
Chairman, Gila County Board of Supervisors

6/19/12
Date

FOR AND ON BEHALF OF CONTRACTOR

Central Arizona College
Chris Wodka
Vice President of Finance & Administration

7/11/12
Date

Contract #: Gila 10101

APPROVED AS TO FORM

Gila County Attorney

6-26-12
Date

1. **GILA/PINAL WORKFORCE INVESTMENT AREA MISSION STATEMENT**
   a. Enhance existing training programs and/or develop new training programs and service delivery systems to better meet the immediate and long term needs of the local area.
   b. Develop job training and curricula in concert with the input and needs of existing employers and businesses, and consider the anticipated demand for targeted job opportunities as specified by the GSPED clusters and foundations at the local level.
   c. Eliminate program redundancy and provide easier access to clients.
   d. Support Arizona Strategic Two-Year State Workforce Investment Plan and Gila/Pinal Local Workforce Investment Plan to ensure that the legislative intent of the Workforce Investment Act of 1998 is adhered to.

2. **PARTIES**
   This contract is between Gila County, dba, Gila/Pinal Workforce Investment Board, and Central Arizona College called the "Contractor".

3. **TERM OF AGREEMENT**
   This Agreement shall be in effect from July 1, 2012 through June 30, 2013 unless otherwise agreed upon by both parties in writing. Gila County shall have the option to extend this Contract for up to one twelve month period, provided that any amendment or extension shall be by formal written amendment executed by the parties hereto. In no event shall this Contract be interpreted to be subject to automatic renewal.

   This agreement may be terminated by mutual agreement of the parties at any time during the term of this party. Each party shall have the right to terminate this agreement by hand-delivering to the other party written notice of termination at least (30) days prior to the effective date of said termination.

   It is mutually agreed however that, prior to the termination of the contract, reasonable efforts shall be made to discuss options for preserving this contract, including amendments if necessary. Gila County reserves the right to terminate the Contract in whole or in part at any time, when in the best interest of Gila 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 Gila 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 Gila County upon demand. The Contractor shall be entitled to receive just, 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. **PURPOSE OF CONTRACT**
   Contractor will provide Workforce Investment Act (WIA) Title 1B services to eligible Youth throughout the designated Local Workforce Investment Area (LWIA). These services will be provided in accordance with Federal and State regulations and the most current local area plan.

5. **MANNER OF FINANCING – COMPENSATION**
   The contract reimbursement maximum for all services provided during the term of the contract and/or for the term specified about shall be $630,336.00.

6. **AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR**
   Funds may not presently be available for performance under this Contract beyond the current state fiscal year. If funds are not allocated and available for the continuance of this Contract, this Contract may be terminated by Gila County at the end of the period for which funds are available. No liability shall accrue to Gila County in the event this provision is exercised, and Gila County shall not be obligated or liable for any future payments of for any damages as a result of termination under this paragraph.

7. **RECISSION OF FUNDS**

Should the Federal Funding Source inform the State that it is rescinding funding from the State and where the State must in turn rescind from local areas, the Gila County may take action in the following sequence.

1. Rescind the required amount of funds from unexpended funds from the designated previous period(s) of time.
2. Rescind the required amount of funds from unexpended funds from the designated current periods(s) of time.
3. Decrease the required amount of funds from a designated future period(s) of time.

8. **SERVICE DESCRIPTION**

Program eligibility will be conducted on each applicant prior to 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 retraining employment.

Services provided to youth, as appropriate to meet the individuals needs, may include any of the following:

a. **Youth Services** will be provide to WIA Title 1B eligible youth, ages 14-21 who are either in-school or out-of-school. Services will be identified on an individual basis to meet the needs of each youth, and may include; tutoring, study skills training, and instruction, leading to completion of secondary school, including dropout prevention strategies; alternative secondary school services; summer employment opportunities that are directly linked to academic and occupational learning; paid and unpaid work experiences, including internships and job shadowing; occupational skill training; leadership development opportunities; supportive services; adult mentoring; follow-up services for not less than 12 months after the completion of participation; and comprehensive guidance and counseling, which may include drug and alcohol abuse counseling and referral.

The expenditures for all programs will comply with Office of Management and Budget (OMB) Circular A-087 for governmental entities; Public Law, 105-220 of the 105th Congress described as the Workforce Investment Act of 1998 and Federal and State regulations and guidelines under the WIA Title, 1-B Federal grant.

9. **RESPONSIBILITIES**

Gila County and the Contractor agree as follows:

The Contractor shall: provide Workforce Investment Act (WIA) Title 1B services to eligible Youth throughout the designated Workforce Investment Area (LWIA). These services will be provided in accordance with Federal and State regulations and the most current local area plan.

The Contractor shall meet all negotiated performance levels for all performance measures. Failure to meet any of the performance measures contained in the Local Plan will result in Gila County issuing a Demand of Assurance which will require a written corrective action plan from the Contractor. Failure to complete the requirements stated in the Demand of Assurance, including the corrective action plan, by the timeframe prescribed by Gila County shall result in the immediate suspension of the Contractor's authority to request payment under this contract. Such authority shall not be reinstated until the Contractor submits, and Gila County approves, a revised corrective action plan or submits documentation to show that the issues identified in the Demand for Assurance have been addressed. If the Contractor does not comply with the approved Demand for Assurance response, the Department will proceed with remedies which could include sanctions. If the Contractor fails the same performance measure in two consecutive years, Gila County may impose sanctions up to and including withholding of WIA 1B funding.

10. **CONFIDENTIALITY**

The Contractor shall observe and abide by all applicable State and Federal statues, rules, and regulations regarding the use or disclosure of information including, but not limited to, information concerning applicants for and recipients of contract services. To the extend permitted by law, the Contractor shall release information to Gila County, ADES, and the Attorney General's Office as required by the terms of this contract, by law or upon their request.

12. SANCTIONS AND CORRECTIVE ACTIONS

Gila 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 contract. This Demand for Assurance shall include the citation from the contract which Gila 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 Demand for Assurance, and any corrective action agreed to by Gila County, may result in the actions outlined in this Section.

Pursuant to 20 CFR Part 667, Subpart G, Gila County may impose fiscal sanctions if a contractor fails the same performance measures(s) in two or more consecutive years. The sanction shall be applied to the area of funding (Youth) 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.

13. 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.

14. MONITORING

Gila County shall monitor the Contractor and they shall cooperate in the monitoring of services delivered, facilities and records maintained and fiscal practices. Gila County must conduct regular oversight and monitoring of its WIA activities in accordance with Federal Regulation 667.410 subpart D and in accordance with the uniform administrative requirements at 29 CFR parts 95 and 97.

15. NON-DISCRIMINATION

Contractor will not discriminate against any 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:

a. 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;
b. Title VII of the Civil Rights Act of 1964, as amended, which prohibits employment discrimination on the basis or race, color, or national origin.
c. Age Discrimination in Employment Act of 1975, as amended, which prohibits discrimination on the basis of age;
d. 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;
e. Fair Labor Standards Act of 1938, as amended, which prohibits wage discrimination on the basis of sex;
f. Title IX of the Education Amendments of 1972, which prohibits discrimination on the basis of sex;
g. The Arizona Civil Rights Act;
h. 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
i. 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.

16. CONTRACTOR ASSURANCES:

a. 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.

b. 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).

c. That it will comply with the confidentiality requirements of Section 136(f)(3).

d. That no funds received under the Workforce Investment Act will be used to assist, promote, or deter union organizing (Section 181(b)(7).)

e. 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.)

f. That it will collect and maintain data necessary to show compliance with the nondiscrimination provisions of Section 188 (Section 185).

g. 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:

1. 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)
2. 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)
3. 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, or subsequent Executive or Congressional mandates.

h. That the Wagner-Peyser Act Plan, which is part of this document, has been certified by the State Employment Security Administrator.

i. 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.

j. 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.

k. 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.

l. That the LWIB will meet a minimum of four times per year, or once each quarter.

m. That all LWIB business will be conducted in accordance with the Arizona Open Meeting Law.

n. 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.

o. 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.

17. 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.

18. RECORDS, ACCOUNTS AND REPORTS TO BE MAINTAINED BY CONTRACTOR

The "only acceptable form to report all program accrued expenditures is the "Arizona Department of Economic Cash Report for WIA. This report shall be submitted monthly for compensation earned or cost incurred.

The Contractor shall maintain the following written records;

a. 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.

b. 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.

The Contractor shall provide County the following reports:

a. Contractor shall submit a budget for the Youth Programs prior to start of program.
b. Monthly invoices for compensation earned and costs incurred
c. Monthly report of enrollments and participant activity changes
d. Monthly reports of fiscal and program performance
e. Such other reasonable records and reports as may be required by the Gila County.

19. PROPERTY RECORD RETENTION

All property records must be maintained from date of acquisition, through final disposition. The Contractor must also retain these records for a period of three years from the date of their last expenditure report. If any litigation, claim, negotiation or audit is started before the expirations of the three-year period, all records must be retained until all findings have been resolved and final action taken or until the end of the regular three-year period, whichever is later.

20. INVENTORY RECORDS

The Contractor must maintain accurate inventory records of expendable leased/purchased (value to $4,999.99), and non-expendable leased/purchased equipment over $5,000 with WIA 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
h. WIA Contract Cost
i. Inventory Date

The Contractor are required to submit an inventory report for all property leased/purchased with WIA funds costing more than $500 to Gila County by August 1 of each year.

Before allocating WIA 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 must complete a "WIA Pre-Approval of Equipment & Vehicles over $5,000 Questionnaire" form that must be signed by the Contractor Director or Designee and submitted to Gila County for process.

21. FINGERPRINTING

"Vulnerable adult" means an individual who is eighteen years of age or older who is unable to protect himself from abuse, neglect or exploitation by others because of physical or mental impairment.

The provisions of A.R.S. §46-141 are herby incorporated in their entirety as provisions of this contract. For reference, these provisions include, but are not limited to, the following;

Personnel who are employed by an Contractor, 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 ADES 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 working days of employment. The Contractor shall assume the costs of fingerprint checks.

22. AUDIT REQUIREMENTS

a. 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.

b. 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.

c. 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 Division of Health and Community Services Division, Gila/Pinal Workforce Investment Board, 5515 S. Apache Avenue, Suite 200, Globe, AZ 85501.

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. 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 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.

25. 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.

26. 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.

27. ATTENDANCE AT MEETING

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.

28. 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 exempts 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:
a. 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
b. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
c. 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
d. All certificates required by this Contract shall be sent to the WIA Finance Manager.

Contractor shall furnish Gila County with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

29. AMENDMENTS

Amendments may be made to this Contract in accordance with the following provisions:

a. All amendments shall be in writing and shall conform to applicable law, Federal and state regulations, and County policies and directives. Approval of amendments is at the sole discretion of the County.

b. Major amendments shall be by written amendment signed by both parties. Major amendments include any of the following:

(i) Change the purpose of the Contract;
(ii) Increase or decrease the compensation provided for in the Contract;
(iii) Change the term of the Contract;
(iv) Change the scope of assurances of the Contract;
(v) Change any section of the Contract other than the Scope of Work/Services or budget;
(vi) Any change that is not a minor amendment as described below.

b. Minor amendments may be made by written memorandum approved and signed by the Director of the Gila County Community Services Division. Minor amendments 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.

30. SUSPENSION OR DEBARMENT

Gila County may, by written notice to the Contractor, immediately terminate this Contract if Gila 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 public procurement unit or other governmental body. If the Contractor becomes suspended or debarred, the Contractor shall immediately notify the County. Contractors may not make any award or permit any award (subrecipient or vendor) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549.

The Contractor certifies to the best of its knowledge and belief, that it and its sub-recipients:

a. Are not presently debarred, suspended, and proposed for debarment, declared ineligible, or voluntarily excluded by and 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 indicated for otherwise criminally or civilly charged by a government entity (Federal, State, or local) with omission 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.

31. CERTIFICATION REGARDING LOBBYING

The Contractor certifies, to the best of their knowledge and belief that:

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, or amendment of any Federal contract, grant, loan, or cooperative agreement.

32. 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)

33. 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.94-163,89State.871).

34. COPELAND "ANTI-KICKBAC"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 of repair.

35. 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.

36. 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.

37. DEBET 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.

38. 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.

39. 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.

In accordance with A.R.S. §35-391-06, the Contractor certifies that the Contractor does not have scrutinized business operation in Sudan.

40. E-VERIFY

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.

41. LEGAL ARIZONA WORKERS ACT COMPLIANCE

Firm hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Firm's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Firm shall further ensure that each subcontractor who performs any work for Firm under this contract likewise complies with the State and Federal Immigration Laws.

County shall have the right at any time to inspect the books and records of Firm and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Firm's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Firm to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Firm shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, (subject to County approval if MWBE preferences apply) as soon as possible so as not to delay project completion.

Firm shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

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

42. **ANTI-TERRORISM WARRANTY**
Pursuant to **A.R.S. §35-397** the Firm certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

43. **CANCELLATION**
This agreement is subject to cancellation pursuant to **A.R.S. § 38-511.**