

CITY OF EL PASO, TEXAS
AGENDA ITEM
DEPARTMENT HEAD'S SUMMARY FORM

DEPARTMENT: City Development Department – Economic Development

AGENDA DATE: August 27, 2013

CONTACT PERSON/PHONE NUMBER: Marty Howell – 915-383-8217

DISTRICT(S) AFFECTED: ALL Districts

SUBJECT:

APPROVE a resolution / ordinance / lease to do what? OR AUTHORIZE the City Manager to do what? Be descriptive of what we want Council to approve. Include \$ amount if applicable.

Discussion and Action that the City Manager be authorized to sign a Grant Agreement between the City of El Paso and Project ARRIBA, Advanced Retraining and Redevelopment Initiative in Border Areas, Inc. (“Grantee”), a 501 (c) 3 tax exempt, non –profit Texas corporation for the purpose of creating a permanent and sustainable source of local health care professionals, teachers and information technologist to address severe shortages in City of El Paso.

BACKGROUND / DISCUSSION:

Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of the contemplated action. This should include attachment of bid tabulation, or ordinance or resolution if appropriate. What are the benefits to the City of this action? What are the citizen concerns?

On November 27, 2012, City Council approved a \$200,000 grant for Project ARRIBA’s economic and workforce development services. In consideration for the \$200,000 grant Project ARRIBA agreed to deliver the following:

- Case manage 180 participants.
- 60% of all participants in the program will be at or below 100% of the Department of Health and Human Services poverty rate.
- Graduate 35 participants in the following targeted occupations: nursing, other healthcare, education, information technology and other demand occupations.
- Place 30 participants in targeted jobs that pay a minimum of \$12.36 per hour.

Project Arriba is requesting a \$1,250,000 grant over a five-year period that will be paid annually at a rate of \$250,000. In consideration for the \$1,250,000 grant, Project Arriba agrees to the following deliverables:

- Case manage 100 participants per year.
- 60% of all participants in the program will be at or below 100% of the Department of Health and Human Services poverty rate.
- Graduate 44 participants per year on or before August 31 of each year the Agreement is in effect.
- Place 38 participants in targeted jobs that pay a minimum of \$14.00 per hour per year on or before August 31, of each year the Agreement is in place.
- Applicant must demonstrate in years two thru five that funding has been secured from a state or federal program in an amount equal to the amount granted by City.

PRIOR COUNCIL ACTION:

Has the Council previously considered this item or a closely related one?

On November 8, 2011, council approved a grant agreement for \$250,000 between the City of El Paso and Project Arriba Advanced Retraining and Redevelopment Initiative in Border Areas, Inc.

AMOUNT AND SOURCE OF FUNDING:

How will this item be funded? Has the item been budgeted? If so, identify funding source by account numbers and description of account. Does it require a budget transfer?

Impact Fund

BOARD / COMMISSION ACTION:

Enter appropriate comments or N/A

N/A

*****REQUIRED AUTHORIZATION*****

DEPARTMENT HEAD: _____

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the City Manager be authorized to sign a Grant Agreement between the City of El Paso and Project ARRIBA Advanced Retraining and Redevelopment Initiative in Border Areas, Inc. ("Grantee"), a 501(c)3 tax exempt, non-profit Texas corporation for the purpose of creating a permanent and sustainable source of local health care professionals, teachers and information technologists to address severe shortages in the City of El Paso.

APPROVED this _____ day of _____ 2013.

CITY OF EL PASO

Oscar Leaser
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:



Matthew K. Behrens
Assistant City Attorney

APPROVED AS TO CONTENT:



Marty Howell
Director, Economic Development

CITY CLERK DEPT.
2013 AUG 22 PM 4:18

STATE OF TEXAS)
)
COUNTY OF EL PASO)

GRANT AGREEMENT

This Grant Agreement is entered into by and between THE CITY OF EL PASO, a home rule municipal corporation of El Paso County, Texas, ("CITY") and PROJECT ARRIBA ADVANCED RETRAINING AND REDEVELOPMENT INITIATIVE IN BORDER AREAS, INC., a tax exempt, non-profit Texas corporation ("GRANTEE").

WHEREAS, the City desires to create a permanent and sustainable source of local health care professionals, teachers and information technologists to address severe shortages in the City of El Paso;

WHEREAS, Project ARRIBA has demonstrated by past performance that it is qualified to provide training and case management services to eligible clients who require occupational skills necessary to access jobs in hard-to-fill demand occupations that pay a living wage with benefits and career path;

WHEREAS, such services are considered to be an important factor in promoting job creation for El Paso residents, and

WHEREAS, the training and case management services as further described herein, and hereinafter referred to as "Project ARRIBA" meets the requirements to receive a grant under the City of El Paso Economic Development Incentive Policy.

NOW, THEREFORE, the CITY and GRANTEE, in consideration of the terms, conditions and covenants contained herein hereby agree as follows:

I. GRANTEE OBLIGATIONS

Section A. Program Scope

GRANTEE expressly agrees to comply with all of the terms and conditions of the Program Scope, further specified and detailed in City of El Paso Impact Fund Project Statement of Work – Project Requirements ("Exhibit 1"), attached hereto and referenced herein for all purposes.

Beneficiaries of the services to be provided hereunder must reside in the City of El Paso and GRANTEE shall provide services that meet the Award Requirements as detailed in Exhibit 1.

Section B. Compensation, Reporting, and Program Income

1. GRANTEE shall perform its services within the monetary limits contained in Exhibit 1, entitled "City of El Paso Impact Fund Project Statement of Work – Project Requirements", attached hereto and incorporated by reference herein for all purposes. In no event shall compensation to the GRANTEE exceed the lesser of GRANTEE's costs attributable to the work performed, or the monetary limits described in Exhibit 1. The Agreement period will be from September 1, 2013, to August 31, 2018, and will cover expenses incurred in connection with the 2013-2017 Fall Semester, and the Spring and Summer 2014-2018 semesters.

2. The CITY agrees to reimburse the GRANTEE on a monthly basis for only program costs of services provided subject to the terms and conditions in this Agreement. For purposes of this Agreement, "program costs" are: participant training costs (tuition, books, child care, and other support services), client services' salaries, enrollment costs (orientation, testing, intake, and individual service strategies), and expenses related to the delivery of case management program services. Reimbursements will follow receipt of a requisition for payment and requisite documentation. Only those costs, which are allowable under the terms of this Agreement shall be reimbursed. Valid invoices or other supporting documentation of financial liability in the GRANTEE's files or other documentation acceptable to the CITY must support all requisitions for payment submitted by the GRANTEE.

All requisitions for payment and supporting documentation will be delivered to the Director of the City Development Department by the 20th of the following month for which disbursement is requested. Payments will be made within 30 days of receipt and acceptance of the monthly report of activities conducted under this Grant Agreement.

3. GRANTEE further understands that any payment or contribution by beneficiaries for services supported or subsidized by this agreement shall be used for payment of only program costs. Revenue remaining after payment of all Program expenses shall be considered Program Income subject to all the requirements of this Agreement and Title 24 Code of Federal Regulations hereinafter referred to as "CFR", Section 570.504.

4. In order to obtain funding for the second through fifth years under this Grant Agreement, the GRANTEE must prove that it received funding from a state or federal program in an amount equal to the amount granted by the CITY to GRANTEE in years one, two, three, or four as applicable. The City Manager or her designee may terminate this Agreement should

Grantee fail to secure such funding in the year preceding year two, three, four, or five.

Section C. Suspension or Termination

1. In accordance with Title 24 CFR Section 85.43, the City Manager or her designee may suspend or terminate this Agreement should GRANTEE materially fail to comply with the terms of this Agreement. The City Manager or her designee shall give the GRANTEE ten (10) days written notice of the suspension or termination with the understanding that all services being performed under this Agreement shall cease upon the date specified in such notice. GRANTEE shall invoice CITY for all services completed and shall be compensated in accordance with the terms of this Agreement for services performed prior to the date specified in such notice.

The CITY and GRANTEE may also, in accordance with Title 24 CFR Section 85.44, terminate this Agreement for convenience.

2. If GRANTEE breaches any term or condition of this Agreement, or if any change of circumstances renders it unlikely that the GRANTEE will perform the services required hereunder, the City Manager or her designee may take one or more of the following actions:
 - a. Withhold further cash payments, either pending corrective action by the GRANTEE, or permanently, if there is inadequate or no corrective action by the GRANTEE;
 - b. Disallow costs for all or part of the activity or action not in compliance;
 - c. Wholly or partly suspend or terminate this Agreement;
 - d. Withhold further Agreements to the GRANTEE;
 - e. Pursue any other remedies that are available at law or equity.

Section D. Monitoring

1. CITY reserves the right on its behalf to perform, or have its designees perform, a periodic on-site or desk audit monitoring of GRANTEE's compliance with the provisions of this Agreement. The monitoring shall be conducted in a reasonable time, place and manner by the CITY. The GRANTEE shall provide the assistance and information needed by the CITY in monitoring and evaluating the performance of Exhibit 1 - "City of El Paso Impact Fund Project Statement of Work – Project Requirements." It is understood that the CITY, or its designee, will perform periodic fiscal and annual programmatic monitoring reviews including a review of the audit conducted by the GRANTEE. The CITY, and/or its designees may

request the copying, mailing, and/or electronic transmission of GRANTEE's records in connection with an on-site or desk audit monitoring.

2. Monitoring reviews will include a written report to the GRANTEE documenting findings and concerns that will require a written response to the CITY. An acceptable response must be received by the CITY within 30 days from the GRANTEE's receipt of the monitoring report audit review letter, or otherwise future payments will be withheld under this Agreement.
3. Failure of the GRANTEE to take all actions necessary to resolve and close monitoring or audit findings within 60 days of receipt of the monitoring report or audit review letter shall be considered a breach of this Agreement and cause for termination of this Agreement by City Council. If the Agreement is terminated under these circumstances, it will be considered terminated for cause due to GRANTEE's non-compliance. Such termination will not be considered appealable.

The CITY shall have the discretion to extend the 60-day period for reasons the CITY may judge to be extenuating circumstances.

Section E. Non-Religious Activities

The GRANTEE will provide all services under this Agreement in a manner that is exclusively non-religious in nature and scope. There shall be no religious services, proselytizing, instruction, or any other religious preference, influence, or discrimination in connection with providing the services hereunder.

II. ADDITIONAL GRANTEE OBLIGATIONS

Section A. Indemnification and Insurance

1. **THE CITY SHALL NOT BE SUBJECT TO ANY OBLIGATIONS OR LIABILITIES OF THE GRANTEE INCURRED IN THE PERFORMANCE OF THIS AGREEMENT. THE GRANTEE EXPRESSLY AGREES TO INDEMNIFY AND HOLD HARMLESS THE CITY FROM ANY AND ALL LIABILITIES AND OBLIGATIONS INCURRED DUE TO ITS NEGLIGENCE, ANY ACTIONS OUTSIDE ITS SCOPE OF AUTHORITY, ANY OF ITS NEGLIGENT ACTS OR ANY OMISSION TO ACT, ANY BREACH OF AGREEMENT, OR ACTIONS OF THE GRANTEE OUTSIDE THE SCOPE OF THIS AGREEMENT.**
2. GRANTEE agrees to maintain for the life of this Agreement, liability insurance in the minimum amounts of \$250,000.00 for each person and \$500,000.00 for each single occurrence covering bodily injury or death

and \$100,000.00 for each single occurrence of damage to or destruction of property. Such insurance shall name the CITY as an additional insured with regard to all suites, actions, demands, claims and liabilities arising out of, occasioned by or relating to this Agreement or the activities carried out hereunder. It shall also contain a provision that it may not be canceled or lapse without a 30-days' prior written notice to CITY. GRANTEE shall produce a copy of its liability insurance policy, which shall be completed by an agent authorized to bind the named underwriter(s) to the coverage limits, and terms and provisions shown thereon, incorporating the above requirements, to CITY within 30 days of the signing of this Agreement.

- a. CITY SHALL HAVE NO DUTY TO PAY OR PERFORM UNDER THIS AGREEMENT UNTIL SUCH CERTIFICATE HAS BEEN DELIVERED TO THE DIRECTOR, AND NO OFFICER OR EMPLOYEE SHALL HAVE AUTHORITY TO WAIVE THIS REQUIREMENT.
 - b. The CITY reserves the right to review the insurance requirements of this section during the effective term of this Agreement and to adjust insurance coverage and their limits when deemed necessary and prudent based upon changes in statutory law, court decisions, or the claims history of the industry, if applicable, as well as the claims history of the GRANTEE.
 - c. CITY shall be entitled, upon request, and without expense, to receive copies of the policies and all endorsements thereto and may make any reasonable request for deletion, revision or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties thereto or the underwriter of any such policies). Upon such request by CITY, GRANTEE shall exercise reasonable efforts to accomplish such changes in policy coverage, and shall pay the cost thereof. GRANTEE remains responsible for procuring any other types of insurance not listed above, but required by law, necessary for performing its duties.
3. Notwithstanding any suspension or termination hereof, GRANTEE shall not be relieved of any liability to CITY for damages or indemnification due to CITY by virtue of breach of this Agreement by GRANTEE or by virtue of this Section. CITY may withhold payments to GRANTEE until such time as the exact amount of damages due to the CITY from GRANTEE is agreed upon or is otherwise determined.

Section B. Independent Contractor

CITY and GRANTEE understand that GRANTEE is an independent contractor and that no term or provision hereof or act of GRANTEE in performance of this Agreement shall be construed as making GRANTEE an agent or employee of the CITY. All officers and employees of GRANTEE shall be solely responsible to GRANTEE, and the CITY shall not have any authority, responsibility, or liability with respect thereto.

Section C. Authority to Contract

GRANTEE represents and warrants that the person executing this Agreement and all documents related thereto has the authority to commit the GRANTEE to the obligations, financial and otherwise, required by this Agreement.

Section D. Discrimination Prohibited

1. No person in the United States shall, on the grounds of race, creed, color, national origin (including immigration status where an alien holds proper work authorization), sex, age or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to segregation or discrimination in any way, shape or form in employment or under projects or activities funded in whole or in part with funds made available to the GRANTEE pursuant to this Agreement, as set forth in Title 24 CFR Section 570.602.
2. GRANTEE must file the Assurance required under City Ordinance 9779, prohibiting discrimination against disabled persons. Failure to do so in any manner, which impairs the quality of performance hereunder, or affects the administration of the funds provided hereunder, shall constitute a breach of this Contract.

Section E. Conflict of Interest

GRANTEE covenants that during the term of this Agreement, GRANTEE, its associates, officers and employees shall have no interest, direct or indirect, which will conflict in any manner with the performance of the services under this Agreement and that none of its paid personnel shall be employees of the CITY or have any contractual relationship with the CITY.

Section F. Hatch Act

Neither the funds advanced pursuant to this Agreement, nor any personnel who may be employed by the GRANTEE with funds advanced pursuant to this Agreement shall be in any way or to any extent engaged in any conduct or political activity in contravention of Chapter 15 of Title 5 of the United States Code.

Section G. Interest of Certain Federal Officials

No member of or delegate to the Congress of the United States, and no Resident Commissioners, shall be entitled to any share or part of this Agreement between CITY and GRANTEE or to any benefits arising there from.

Section H. Political and Lobbying Activities Prohibited

1. None of the funds, materials, property or services provided directly or indirectly under this Agreement shall be used for any partisan political activity or to further the election or defeat of any candidate for public office, or for publicity, lobbying, and/or propaganda purposes designed to support or defeat legislation pending before the Congress of the United States of America, the Legislature of the State of Texas, or the City Council of the City of El Paso.
2. GRANTEE hereby agrees to sign the Certification Regarding Lobbying, attached hereto and made a part of this Agreement as Addendum A, and if necessary, the Disclosure of Lobbying Activities, attached hereto and made a part of the Certification Regarding Lobbying as Addendum A, and return said signed Certification and, if necessary, the completed Disclosure of Lobbying Activities, to CITY. GRANTEE shall require the language of the Certification and Disclosure be included in all subcontracts and that all subcontractors shall certify and disclose accordingly.

Section I. Grantee's Composition

GRANTEE shall notify the CITY in writing within thirty (30) days in the event of any change in GRANTEE's ownership, organization, control, management and non-profit or tax status. GRANTEE shall periodically, or at least annually, submit to the CITY a list of its current membership and board of directors with their appropriate titles.

Section J. Assignment

GRANTEE may not assign or otherwise transfer this Agreement either as to obligations or benefit without the prior written consent of the CITY.

Section K. Required Documentation

GRANTEE hereby agrees to provide any and all documentation necessary to fulfill any and all grants (federal, state, or local) requirements pertaining hereto.

Section L. Warranty

GRANTEE represents that the information furnished to the CITY, upon which CITY relied to make this grant, is correct and true.

Section M. Liability

GRANTEE shall be liable to the CITY for the full amount of any funds received pursuant to the terms of this Agreement, which GRANTEE knowingly accepts or disburses in violation of the terms and conditions herein.

Section N. Acknowledgment in Printed Materials

GRANTEE is encouraged to acknowledge the CITY for its support of the provision of services under this Agreement in all appropriate printed materials. However, the CITY reserves the right to approve, in whole or in part, the form of such acknowledgments, which GRANTEE proposes to include in any printed materials.

III. GENERAL PROVISIONS

Section A. Texas Corporation and Venue

GRANTEE warrants that it is incorporated in and otherwise entitled to do business in the State of Texas as a non-profit corporation. If GRANTEE is doing business under an assumed name, a copy of the "Assumed Name Certificate" filed with the El Paso County Clerk must be provided to the CITY. This Agreement is entered into in the CITY and County of El Paso, Texas, and shall be governed and construed under the laws of Texas. Venue shall be in El Paso County, Texas.

Section B. Waiver

Failure by either party on one or more occasions to exercise one or more of its rights hereunder shall not be construed as a waiver of such right or rights, and rights granted hereunder are in addition to those available under law and equity.

Section C. Severability

All agreements, covenants or provisions contained herein are severable, and in the event any of them shall be held to be invalid by any competent court, this Agreement shall be interpreted as though such invalid agreement, covenant or provision was not contained herein.

Section D. Captions

The captions of various sections of the Agreement are for convenience of reference only, and shall not alter the terms and conditions of this Agreement.

Section E. Notices

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

CITY: City of El Paso
City Manager
P.O. Box 1850
El Paso, Texas 79950-1850

Copy To: City of El Paso
City Development Department
ATTN: Mathew S. McElroy
P.O. Box 1850
El Paso, Texas 79950-1850

GRANTEE: Project ARRIBA Advanced Retraining
and Redevelopment Initiative in Border Areas, Inc.
ATTN: Roman Ortiz, Chief Executive Officer
1155 Westmoreland, Suite 235
El Paso, Texas 79925

Section F. Employment of Undocumented Workers

During the term of this Agreement, the GRANTEE agrees not to knowingly employ any undocumented workers as defined in Texas Government Code Section 2264.001. If convicted of a violation under 8 U.S.C. Section 1324a(f), the GRANTEE shall repay the amount of the grant/contract payments received by the GRANTEE from the CITY as of the date of such violation not later than one hundred twenty (120) days after the date the GRANTEE is notified by the CITY of a violation of this section, plus interest from the date the grant/contract payment(s) was paid to the GRANTEE, at the rate of seven percent (7%) per annum. The interest will accrue from the date the grant/contract payment(s) were paid to the GRANTEE until the date the reimbursement payments are repaid to the CITY. The CITY may also recover court costs and reasonable attorney's fees incurred in an action to recover the payment(s) subject to repayment under this

section. The GRANTEE is not liable for a violation by its subsidiary, affiliate, or franchisee, or by a person which whom Applicant contracts.

Section F. Entire Agreement

This Agreement reflects the final, complete and exclusive understandings of the parties hereto, and may not be waived, altered or modified except by written agreement of both parties.

EXECUTED this the ____ day of _____ 2013.

THE CITY OF EL PASO

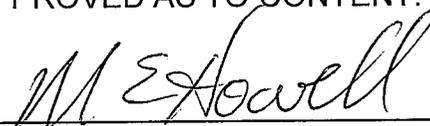
Joyce A. Wilson
City Manager

APPROVED AS TO FORM:



Matthew K. Behrens
Assistant City Attorney

APPROVED AS TO CONTENT:



Marty Howell,
Director Economic Development

GRANTEE: PROJECT ARRIBA
ADVANCED RETRAINING AND
REDEVELOPMENT INITIATIVE IN
BORDER AREAS, INC.

By: _____
Printed Name: Roman Ortiz
Title: Chief Executive Officer

(The foregoing representative of GRANTEE expressly represents that execution of this Agreement has been lawfully authorized by the GRANTEE.)

ADDENDUM A

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

- (1) No Municipal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person of influencing or attempting to influence an officer or employee of any agency, Federal, State, or Municipal, a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of a 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 Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-ILL, "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 subawards at all tiers (including subcontractors, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients 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 the certification is a 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.

GRANTEE: PROJECT ARRIBA
ADVANCED RETRAINING AND
REDEVELOPMENT INITIATIVE IN
BORDER AREAS, INC.

By: _____
Title: _____

EXHIBIT 1
CITY OF EL PASO IMPACT FUND PROJECT
STATEMENT OF WORK - PROJECT REQUIREMENTS

SECTION 1 - Project Abstract

The purpose of this Grant will be to create a permanent and sustainable source of local health care professionals, teachers and other demand careers to address the severe shortage in the El Paso, Texas region. Project ARRIBA (herein after the "Grantee") will provide long term, high skilled training and case management services to eligible El Paso City residents. These residents require the occupational skills necessary to access jobs in hard to fill demand occupations, as determined by El Paso's local economy. Occupations may include, but are not limited to school teachers, medical professions (e.g., nursing) and other demand occupations.

SECTION 2 - Funding Authority

This grant is entered into under the provisions of the City of El Paso, Texas – Impact Fund. The payment for the Scope of Services provided hereunder shall not exceed TWO HUNDRED FIFTY THOUSAND AND NO/100th dollars (\$250,000.00) per year, and is appropriated for reimbursement of only direct program costs.

The contract period will be from September 1, 2013 to August 31, 2018 as intended by the El Paso City Council.

SECTION 3 - Allowable Services/Activities

The Grantee sponsors training that will lead to a Bachelors Degree, Associates Degree and/or Licensed Certification primarily in nursing and health-related areas, education, information technology and other demand occupations. The health field occupations include but are not limited to, Registered Nurse, Licensed Vocational Nurse, Physical Therapy Assistant, Radiology Tech, Respiratory Care Tech, Donor Care Specialist, and Other Allied Health Fields. The education majors will primarily fill vacancies in both junior high and high school in the sciences, math and bi-lingual education. The information technology occupations include but are not limited to, Computer Information

Systems, Network and Telecommunications Administrator and Specialized Certifications.

SECTION 4 - Eligibility

Participants eligible for the program will be from the City of El Paso, Texas who have historically experienced a high level of unemployment and/or lack the occupational skills necessary to maintain employment.

Eligible participants will fall at or below 200% of the Health & Human Services Poverty Guidelines for FY2014 through FY 2018.

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

- Must be at the higher levels (3-6) of ESL at the El Paso Community College (EPCC) and/or
- High School Diploma or GED
- U.S. Citizenship or Alien Registration, and must live within the El Paso City limits
- 5th Grade reading and math level for ESL population, 7th Grade reading and math level for Housing of the City of El Paso and Empowerment Zone Residents and 9th Grade reading and math level for all other El Paso County Residents
- ESL student and/or English language proficiency

SECTION 5 - Award Specific Requirements

- 5.1 The Grantee will maintain a minimum 80% academic retention rate over the life of this Agreement.
- 5.2 The Grantee will maintain cohesive relationships with Employer Partners and Job Placed Graduates to determine Employer/Employee satisfaction and report at the end of the grant term.

SECTION 6 - Activities and Performance Measures

The Grantee shall be responsible for the following:

- 6.1 Case Manage 100 City Participants per year (either training or being job placed), training for demand occupations in nursing, healthcare, education, information technology and other demand occupations.
- 6.2 Of the City Participants sponsored at Project Arriba, 60% will be at or below 100% HHS poverty levels.
- 6.3 Of the City Participants sponsored at Project Arriba, 44 per year will graduate on or before August 31 of each year the Agreement is in effect in the following

targeted occupations: nursing, healthcare, education, information technology and other demand occupations.

- 6.4 Of the City Participants sponsored at Project Arriba, 38 per year will be job placed at or above \$14.00/hr., on or before August 31 of each year the Agreement is in effect in the following targeted occupations: nursing, healthcare, education, information technology and other demand occupations.

6.5 Of the City Participants sponsored at Project ARRIBA, 4 per year will be enrolled in the Grantee's "Bridges to Success", ESL to Living Wage model. These participants will be at or have completed ESL levels 3-6 and will continue their in-demand training leading to graduation and job placements within a 5-year period.

SECTION 7 - Reporting Requirements

- 7.1 In addition to any reports required by the General Grant Terms, the Grantee shall provide monthly written reports to the City Manager or her designee on the status of performance measures described in Section 6 of this Statement of Work by the 20th of the of the month following the report month.
- 7.2 The Grantee shall submit a mid-year report and oral presentation to the City Council on the status of Grantee's fundraising activities during the fiscal year, use of grant funds, and progress in the performance measures required under this Agreement. The mid-year report will be in a form acceptable to the City.
- 7.3 The Grantee shall provide a written comprehensive annual report and oral presentation to the City Council regarding the outcome of the grant. The annual report shall include a description of the project, review of the activities accomplished and project goals achieved during the fiscal year. This report should also identify positive outcomes and areas needing improvement. This report is due not later than 90 days after the September 1 of each year.
- 7.4 The specified reports shall be mailed to the following address:

City of El Paso
City Development Department
ATTN: Mathew S. McElroy
P.O. Box 1850
El Paso, Texas 79950-1850