

RESOLUTION

CITY CLERK DEPT.

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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 nurses, teachers and information technologists to address severe shortages in the City of El Paso.

APPROVED this _____ day of _____ 2007.

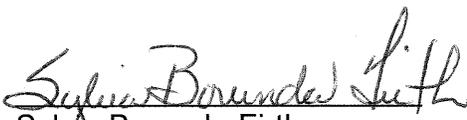
CITY OF EL PASO

John F. Cook
Mayor

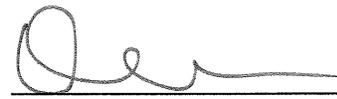
ATTEST:

Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:


Sylvia Borunda Firth
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Kathryn Dodson, Director
Economic Development Department

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 nurses, 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 City of El Paso has decided to provide funds to equal and not exceed the amount detailed in this Contract to the GRANTEE for training and case management services as further described herein, and hereinafter referred to as "Project ARRIBA".

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 General Fund Project Statement of Work – Project Requirements ("Attachment 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 Attachment 1.

Section B. Compensation, Reporting, and Program Income

1. GRANTEE shall perform its services within the monetary limits contained in Attachment 1, entitled "Program Scope", 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 the Program Scope (Attachment 1). The Contract period will be from October 1, 2007, to September 30, 2008 and will cover expenses incurred in connection with the 2007 Fall Semester. The invoice will be paid by within a maximum of 30 days upon receiving the invoice.
2. The CITY agrees to reimburse the GRANTEE on a monthly basis for the costs of service provided pursuant to this Contract. Reimbursements will follow receipt of a requisition for payment. Only those costs, which are allowable under the terms of this Contract and the approved Budget, 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.

Additional informative materials may be attached by the GRANTEE.

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

Section C. Suspension or Termination

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

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

2. If GRANTEE breaches any term or condition of this Contract, or if any change of circumstances renders it unlikely that the GRANTEE will perform the services required hereunder, the CITY 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 Contract;
 - d. Withhold further Contracts 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 Contract. 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 the above-mentioned areas of accountability. It is understood that the CITY, or its designee, will perform periodic fiscal and 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 Contract.
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 Contract and cause for termination of this Contract by City Council. If the Contract 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.

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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 Contract 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 CONTRACT, OR ACTIONS OF THE GRANTEE OUTSIDE THE SCOPE OF THIS AGREEMENT.
2. GRANTEE agrees to maintain for the life of this Contract, 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 Contract 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 Contract.
 - a. CITY SHALL HAVE NO DUTY TO PAY OR PERFORM UNDER THIS CONTRACT 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 Contract and to

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adjust insurance coverages 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 coverages, 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 Contract 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 Contract 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 Contract and all documents related thereto has the authority to commit the GRANTEE to the obligations, financial and otherwise, required by this Contract.

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 Contract, 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 Contract, 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 Contract 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 Contract, nor any personnel who may be employed by the GRANTEE with funds advanced pursuant to this Contract 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 Contract between CITY and GRANTEE or to any benefits arising therefrom.

Section H. Political and Lobbying Activities Prohibited

1. None of the funds, materials, property or services provided directly or indirectly under this Contract 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 Contract 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

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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 Contract 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 Contract, 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 Contract 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.

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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 Contract 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 Contract 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 Contract are for convenience of reference only, and shall not alter the terms and conditions of this Contract.

Section E. Notices

All notices, communications and reports under this Contract 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
Economic Development Department
2 Civic Center Plaza, 2nd Floor
El Paso, Texas 79901-1196
ATTN: Luci Ponticelli

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GRANTEE: Project ARRIBA Advanced Retraining and
Redevelopment Initiative in Border Areas, Inc.
1155 Westmoreland, Suite 235
El Paso, Texas 79925
ATTN: Kathy Cox

Section F. Entire Contract

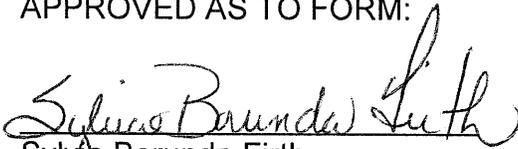
This Contract reflects the final, complete and exclusive understandings of the parties hereto, and may not be waived, altered or modified except by written agreement of both parties.

APPROVED this the ____ day of _____ 2007.

THE CITY OF EL PASO

Joycé A. Wilson
City Manager

APPROVED AS TO FORM:


Sylvia Borunda Firth
Senior Assistant City Attorney

APPROVED AS TO CONTENT:


Kathryn Dodson, Director
Economic Development Department

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

By: Kathy Cox
Printed Name: Kathy Cox
Title: CEO

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

**EXHIBIT 1
CITY OF EL PASO GENERAL 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 nurses, 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. The "Bridges to Success" project will provide a streamlined process through intense case management and needed supportive services (assistance with tuition, child care, etc.) to transition ESL students in their last levels (level 3-6) who want to go on to college and train for high wage, high skill demand occupations. These 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 – General Fund. The payment for the Scope of Services provided hereunder shall not exceed \$250,000.00. The contract period will be from October 1, 2007 to September 30, 2008.

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.

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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 FY2007.

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.
- 5.2 The Grantee will maintain cohesive relationships with Employer Partners and Job Placed Graduates for a period of up to 5 years to determine Employer/Employee satisfaction.

SECTION 6 - Activities and Performance Measures

The Grantee shall be responsible for the following:

- 6.1 Case Manage 300 City Participants, training for demand occupations in nursing, healthcare, education, information technology and other demand occupations.
- 6.2 Of the 300 City Participants, 60% will be at or below poverty levels.
- 6.3 20 Students will be enrolled for the "Bridges to Success", ESL to Living Wage component of our program. These participants will be at ESL levels 3-6 and will continue their in-demand training leading to graduation and job placements within a 5-year period.
- 6.4 Of the 300 City Participants, 80 will graduate on or before August 31, 2008 in the following targeted occupations: nursing, healthcare, education, information technology and other demand occupations.

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- 6.5 Of the 80 graduating City Participants, 60 will be job placed at or above \$11/hr., on or before August 31, 2008 in the following targeted occupations: nursing, healthcare, education, information technology and other demand occupations.

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 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 provide a Participant Summary Report on a quarterly basis consisting of, at a minimum: (1) the participant's name, (2) Social Security Number, (3) beginning date of program participation, (4) end date of program participation, (5) whether the program was completed satisfactorily and, (6) the name or type of program completed.
- 7.2.1 This Report may be generated from the Grantee's database subject to approval of the format by the Agency, or on a form provided to the Grantee by the Agency for this purpose.
- 7.2.2 The data provided shall be cumulative.
- 7.3 The Grantee shall provide a written comprehensive final report to the Agency regarding the outcome of the grant. The final report shall include a description of the project, review of the activities accomplished and project goals achieved during the grant period. This report should also identify positive outcomes and areas needing improvement. This report is due not later than 60 days after the grant end date.
- 7.4 The specified reports shall be mailed to the following address:

City of El Paso
Office of Economic Development
2 Civic Center Plaza, 2nd Floor
El Paso, Texas 79901-1196
Attention: Kathryn Dodson, Director

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