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

DEPARTMENT: Economic Development

AGENDA DATE: October 11, 2005

CONTACT PERSON / PHONE: David G. Dobson, Director
541-4872

DISTRICT (S) AFFECTED: All

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.

That the City Manager be authorized to sign a Contract Services Agreement between the City of El Paso and Project Arriba for training and case management services to eligible clients who require occupational skills for the amount not to exceed $175,000.

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?

Project Arriba, a 501 c 3, tax exempt, non-profit Texas corporation, shall 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. Eligibility of the participants for the program will be from the City Limits of El Paso, Texas, who have historically experienced a high level of unemployment and or lack the occupational skills necessary to maintain employment. Project Arriba will provide the services and measurements as submitted in the Program Scope, further detailed in Attachment 1 of the Agreement.

PRIOR COUNCIL ACTION:
Has the Council previously considered this item or a closely related one?

Yes. Resolution and Contract approved on December 7, 2004, for period of December 7, 2004 – August 31, 2005.

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?

Department ID: 99010273, Fund: 01101, Account 505200

BOARD / COMMISSION ACTION:
Enter appropriate comments or N/A

N/A

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

LEGAL: (if required) _____ **FINANCE:** (if required) _____

DEPARTMENT HEAD: _____

(Example: if RCA is initiated by Purchasing, client department should sign also)

Information copy to appropriate Deputy City Manager

APPROVED FOR AGENDA:

CITY MANAGER: _____ **DATE:** _____

RESOLUTION

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

That the City Manager be authorized to sign Contract of Services between the City of El Paso and Project ARRIBA Advanced Retraining and Redev, Inc. ("Grantee"), a 501 (c) 3, a tax exempt, non-profit Texas corporation. Pursuant to the Contract, Grantee shall provide training and case management services to eligible clients who require occupational skills. The Contract shall continue in effect until August 31, 2006; the cost to the City will not exceed $175,000.

ADOPTED this _____ day of _____, 2005.

CITY OF EL PASO

_____
John F. Cook, Mayor

ATTEST:

_____
Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:

Omerosa Cullen-Garney
for Sylvia B. Firth
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
David Dobson, Director
Economic Development Department

CONTRACT

STATE OF TEXAS)
) KNOW ALL MEN BY THESE PRESENTS
COUNTY OF EL PASO)

This Contract is entered into by and between THE CITY OF EL PASO, a home rule municipal corporation of El Paso County, Texas, hereinafter referred to as "CITY," and PROJECT ARRIBA ADVANCED RETRAINING AND REDEVELOPMENT INITIATIVE IN BORDER AREAS, INC., a tax exempt, non-profit Texas corporation, hereinafter referred to as "GRANTEE". This contract shall be effective on the date approved by the City Council, and shall terminate on August 31, 2006, unless terminated sooner as provided herein.

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, and

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:

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 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 11, 2005, to August 31, 2006 and will cover expenses incurred in connection with the 2005 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.

4. 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.

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.

The Director shall have the discretion to extend the 60-day period for reasons the Director 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 CONTRACT. THE GRANTEE EXPRESSLY AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES FROM ANY AND ALL CLAIMS, LIABILITIES AND OBLIGATIONS ARISING OUT OF THE GRANTEE'S PERFORMANCE UNDER THIS CONTRACT, INCURRED DUE TO GRANTEE'S NEGLIGENCE, ANY OF GRANTEE'S NEGLIGENT ACTS, OR ANY OMISSION TO ACT, ANY BREACH OF CONTRACT, OR ANY ACTIONS OF THE GRANTEE OUTSIDE THE SCOPE OF THIS CONTRACT. THIS INDEMNITY SHALL COVER ATTORNEY'S FEES, COURT COSTS, WITNESS EXPENSES, AND ALL OTHER RELATED COSTS, INCLUDING AWARDS AND SETTLEMENTS AND ANY INTEREST THEREON.

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 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, ad 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

1. 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 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.

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
Attention: David G. Dobson
2 Civic Center Plazas, 1st Floor
El Paso, Texas 79901-1196

GRANTEE: As stated in Program Scope, Attachment 1

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.

THE CITY OF EL PASO

_____
Joyce A. Wilson, City Manager

ATTEST:

_____
CITY CLERK
Richarda Duffy Momsen

APPROVED AS TO FORM:

Theresa Cullen-Garney

Sylvia B. Firth
Assistant City Attorney

APPROVED AS TO CONTENT:

David G. Dobson, Director
Economic Development Department

GRANTEE:

By: Kathy Cox

Kathy Cox CEO
(Printed name/title)

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

ATTACHMENT I

PROGRAM SCOPE

Grantee Legal Name and Address: Project ARRIBA Advanced Retraining and Redev, Inc.
1155 Westmoreland, Suite 235
El Paso, Texas 79925-5623

1. The payment for the Scope of Services provided hereunder shall not exceed $175,000.

2. The Scope of Services under the Contract shall be as follows: GRANTEE shall 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. Educational services will include tuition for accredited college course: RN, LVN and other health clinical hours; college lab hours; CPR and first aid courses; tutoring in math, science and English; information technology and other demand occupations. Case Management services will include developing skills for work, resume writing, practice interview, "Dress for Success", critical thinking skills workshops, counseling, etc. Supportive services will include eye exams, eyeglasses, uniforms, nurse kits, rent, utilities, transportation, immunizations, testing and/or other general operating expenses.

3. Eligibility of the participants for the program will be from the City Limits of El Paso, Texas who have historically experience a high level of unemployment and or lack the occupational skills necessary to maintain employment.
Eligible participants will fall at or below the 200% of the Health & Human Services Poverty Guidelines.
Each applicant must meet the GRANTEE's minimum entry requirements for program participation:
   a. High School Diploma or GED
   b. U.S. Citizenship or Alien Registration and must live within the City Limits of El Paso, Texas
   c. 7th Grade reading and math level for Empowerment Zone residents and 9th Grade reading and math level for all other El Paso Residents
   d. English language proficiency

4. GRANTEE shall meet all the award requirements as detailed below:
   a. Use of the Workforce Information System of Texas (TWIST) to track, verify and document program participation.
   b. Maintain a minimum 80% retention rate.
   c. Assure a 90%, first try, pass-rate on the National Council Licensure Examinations, (NCLEX).

d. Maintain bi-annual Occupational Advisory Councils with Chief Executive Officers, Human Resources Representatives and or Staff from Business organizations in El Paso County.
e. Maintain a 75% Job Retention Rate after 180 days of successful job placement.
f. Maintain cohesive relationships with Employer Partners and Job Placed Graduates for a period of up to 5 Years to determine Employer/Employee satisfaction.

5. GRANTEE shall be responsible for providing long-term training to over 200 program eligible participants to include the following specific performance outcomes:
   a. The Grantee shall be responsible for graduating and job placing 80 city eligible participants into demand careers within 30 days of graduation.
   b. These careers will pay a living wage of $11.00 per hour with benefits and a career path.
   c. The demand career fields will include: Nursing, Allied Health, Education and other demand occupations to include Information Technology.

6. In addition to any reports required by the General Grants Terms the GRANTEE shall provide monthly written reports to the Agency on the status of performance measures described in no. 6 of this program scope.
   a. The GRANTEE shall provide a Participant Summary Report on a Quarterly basis consisting of, at a minimum (1) the participants name, (2) Identification 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.
      i. This Report may be generated from the GRANTEE's Database subject approval of the format by the Agency, or on a form provided to the GRANTEE by CITY.
      ii. The data provided shall be cumulative
   b. 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 that need improvement. This report is due no later than 60 days after the grant end date.

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 to address the severe shortage in the El Paso region. Along with the emphasis on nursing, Project ARRIBA (herein after the "Grantee"), will train other allied health fields, education, information technology and other demand occupations. The Grantee will provide long term, high skilled training and case management services to eligible City of El Paso residents. These residents require the occupational skills necessary to access jobs in hard to fill demand occupations, as determined by El Paso's local economy.

SECTION 2 - Funding Authority

This grant is entered into under the provisions of the City of El Paso Texas – General Fund. The contract period will be from October 11, 2005 to August 31, 2006.

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 Limits 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 FY2005.

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

- High School Diploma or GED
- U.S. Citizenship or Alien Registration, and must live within the City Limits of El Paso
- 7th Grade reading and math level for Housing Authority and Empowerment Zone Residents and 9th Grade reading and math level for all other El Paso Residents
- English language proficiency
- 16 years of age or older

SECTION 5 - Award Specific Requirements

5.1 The Grantee uses The ARRIBA Database Management System (ADMS) to track, verify and document program participation.
5.2 The Grantee will maintain a minimum 80% retention rate.
5.3 The Grantee will assure a 90%, first try, pass-rate on the National Council Licensure Examination, (NCLEX).
5.4 The Grantee will maintain bi-annual Occupational Advisory Councils with Chief Executive Officers, Human Resource Representatives and/or Staff from business organizations in El Paso County.
5.5 The Grantee will maintain a 75% Job Retention Rate after 180 days of successful job placement.
5.6 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 providing long-term training to over 200 program eligible participants to include the following specific performance outcomes:

6.1 The Grantee shall be responsible for graduating and job placing 80 city eligible participants into demand careers within 30 days of graduation.

6.1.1 These careers will pay a living wage of $11.00 per hour with benefits and a career path.

6.1.2 The demand career fields will include: Nursing, Allied Health, Education and other demand occupations to include Information Technology.

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 Agency 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
Economic Development Department
Attention: David G. Dobson
2 Civic Center Plazas, 1st Floor
El Paso, Texas 79901-1196

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

C.E.O.

TITLE

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY) 03/15/2005

PRODUCER Todd Lysinger
Talbot Agency, Inc.
6060 Surety Dr Ste 200
El Paso, TX 79905

915-771-8787 ... fax915-771-8714

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Project Arriba
1155 Westmoreland Ste 235

El Paso TX 79925

COMPANIES AFFORDING COVERAGE

COMPANY A: Valley Forge Insurance Company

COMPANY B: Continental Casualty Company

COMPANY C:

COMPANY D:

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	2022716922	01/01/2005	01/01/2006	GENERAL AGGREGATE	$ 2,000,000
	[X] COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG	$ 2,000,000
	[ ] CLAIMS MADE [X] OCCUR				PERSONAL & ADV INJURY	$ 1,000,000
	OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE	$ 1,000,000
					FIRE DAMAGE (Any one fire)	$ 100,000
					MED EXP (Any one person)	$ 10,000
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT	$
	ANY AUTO					
	ALL OWNED AUTOS				BODILY INJURY (Per person)	$
	SCHEDULED AUTOS					
	HIRED AUTOS				BODILY INJURY (Per accident)	$
	NON-OWNED AUTOS					
					PROPERTY DAMAGE	$
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
	ANY AUTO				OTHER THAN AUTO ONLY:	
					EACH ACCIDENT	$
					AGGREGATE	$
	EXCESS LIABILITY				EACH OCCURRENCE	$
	UMBRELLA FORM				AGGREGATE	$
	OTHER THAN UMBRELLA FORM					$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	2054885224	01/01/2005	01/01/2006	[ ] WC STATUTORY LIMITS [ ] OTHER	
	THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: [ ] INCL [ ] EXCL				EL EACH ACCIDENT	$ 500,000
					EL DISEASE - POLICY LIMIT	$ 500,000
					EL DISEASE - EA EMPLOYEE	$ 500,000
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
Certificate Holder is Additional Insured

CERTIFICATE HOLDER
The City of El Paso
Community Development Grant Dept
2 Civic Center Plaza
El Paso, TX 79901-1196

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. 10 days notice for non-payment BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Robert L. Mackell

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