

Dedicated to Outstanding Customer Service for a Better Community

SERVICE SOLUTIONS SUCCESS



DEPARTMENT HEAD'S SUMMARY REQUISITION FOR COUNCIL ACTION (RCA)

DEPARTMENT: Planning & Economic Development

AGENDA DATE: November 8, 2011

CONTACT PERSON/PHONE: Leila Melendez, City Manager's Office [541-4859]

DISTRICT(S) AFFECTED: All

SUBJECT: 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., 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.

BACKGROUND/DISCUSSION: The City of El Paso has historically provided funding to Project ARRIBA for the purpose of economic development. Through this grant, Project ARRIBA will provide long term, high skilled training, case management and job placement services to eligible El Paso City residents. El Paso City Council approved funding for Fiscal Year 2012 during the August 3, 2011 budget hearing.

PRIOR COUNCIL ACTION: The El Paso City Council last approved an annual contract for Project Arriba on August 31, 2010 in the amount of \$200,000.

AMOUNT AND SOURCE OF FUNDING: Up to \$250,000 from Economic Development Department general fund budget.
72010268/505200

BOARD/COMMISSION ACTION: N/A

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

DEPARTMENT HEAD:

If Department Head Summary Form is initiated by Purchasing, client department should sign also.

Information copy to appropriate Deputy City Manager

Mayor
John F. Cook

City Council

District 1
Ann Morgan Lilly

District 2
Susie Byrd

District 3
Emma Acosta

District 4
Carl L. Robinson

District 5
Dr. Michiel R. Noe

District 6
Eddie Holguin Jr.

District 7
Steve Ortega

District 8
Corney Carlisle Niland

City Manager
Joyce A. Wilson



Two Civic Center Plaza
El Paso, TX 79901
(915) 541-4844

Dedicated to Outstanding Customer Service for a Better Community

SERVICE SOLUTIONS SUCCESS



To: Mayor and Council
From: Leila Melendez, City Manager's Office
Thru: Joyce Wilson, City Manager
Cc: Mathew McElroy, Planning & Economic Development
Date: November 4, 2011
Re: Project Arriba FY2012 Contract

During the August 3, 2011 budget hearing, the City Council passed a motion to provide funding to Project Arriba for fiscal year 2012 for an amount up to \$250,000. The Economic Development Department has since been working closely with Project Arriba representatives on developing the contract based on the direction given by Council on that day.

The contract includes language that allows Project Arriba to receive, on a reimbursement basis, funding for costs related only to program and case management services. Language also includes a requirement for Project Arriba to provide a one-time, mid-year report to City Council on fund raising activity and progress.

Staff's interpretation of the direction from Council was to provide to Project Arriba \$125,000 on a reimbursement basis based on program costs expenses (as previously done based on performance measurement milestones being met). The remaining \$125,000 will be provided on a dollar-for-dollar match basis based on donations received from new private sector donors during the contract period.

Project Arriba has provided their list of private donations received during the year ending December 30, 2010. It is staff understanding that level funding received during the contract period from any donor on this list would not be matched. However, any incremental funding received from a source on this list would be matched dollar-for-dollar. For example: Donor A donated \$5,000 in 2010. This same donor donates \$10,000 in FY2012. Only the \$5,000 incremental amount above the 2010 level would be matched by the City. Project Arriba disagrees with this interpretation. They believe Council did not indicate "new" private sector sources and feels they should be able to match any private sector funding they receive in FY2012.

There has been some confusion between Project Arriba and City staff on the intent of the direction from Council and after several weeks of revisions, staff is presenting two language options for Council to consider. One clearly states the intent listed above, the other states the language as interpreted by Project Arriba. Both language options include performance measures that relate to the \$250,000 total funding level. Staff will defer final direction from City Council when this contract is presented on November 8, 2011.

Mayor
John F. Cook

City Council

District 1
Ann Morgan Lilly

District 2
Susie Byrd

District 3
Emma Acosta

District 4
Carl L. Robinson

District 5
Dr. Michiel R. Noe

District 6
Eddie Holguin Jr.

District 7
Steve Ortega

District 8
Cortney Carlisle Niland

City Manager
Joyce A. Wilson



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El Paso, TX 79901
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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 _____ 2011.

CITY OF EL PASO

John F. Cook
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:

Marie A. Taylor
Assistant City Attorney

APPROVED AS TO CONTENT:

Mathew S. McElroy, Deputy Director
Planning and Economic Development

STATE OF TEXAS)
)
COUNTY OF EL PASO)

GRANT AGREEMENT

This Grant Agreement ("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 City of El Paso has decided to provide funds to equal and not exceed the amount detailed in this Agreement 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 ("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 General 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, 2011, to August 31, 2012 and will cover expenses incurred in connection with the 2011 Fall Semester, and the Spring and Summer 2012 semesters.

2. The CITY agrees to reimburse the GRANTEE on a monthly basis certain 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. Any requests for reimbursement which are subject to proof of matching funds must be accompanied by a certification statement from the GRANTEE's chief executive officer along with other supporting documentation acceptable to the City to document matching fund income.

All requisitions for payment and supporting documentation will be delivered to the Director of the City of El Paso Planning & Economic 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 direct program costs only. 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.

Section C. Suspension or Termination

1. In accordance with Title 24 CFR Section 85.43, the City may suspend or terminate this Agreement should GRANTEE materially fail to comply with the terms of this Agreement. 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 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 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 General 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 Manager shall have the discretion to extend the 60-day period for reasons the City Manager may judge to be extenuating circumstances.

Section E. Access to Records, Audit

GRANTEE shall prepare and maintain files, books, and records as they pertain to costs for which GRANTEE has received or will receive reimbursement. The CITY or its authorize designee shall have a right of access to make copies of and a right to audit all of the GRANTEE's files, books and records which are deemed pertinent to the performance of this Agreement, as determined solely in the reasonable exercise of the CITY's or its designee's discretion. Copying and auditing will be performed at a reasonable time and place, such as during the GRANTEE's usual business hours, and at GRANTEE's principal place of business or office. The CITY or its designee may additionally request the copying, mailing and/or electronic transmission of records by GRANTEE. If an audit is required by CITY in accordance with this Agreement, appropriate records will be maintained for a period of sixty (60) days after completion of the audit. The costs of any such audit shall be borne by the CITY, unless the results of such audit reveal a discrepancy shortage of more than five percent (5%) between the income reported in the financial statement for the calendar year under audit and the income as determined by audit for such calendar year. In case of such discrepancy shortage, the full cost of the audit revealing such discrepancy shortage shall be borne by GRANTEE.

Section F. Non-Religious Activities

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
Economic Development Department
2 Civic Center Plaza, 2nd Floor
El Paso, Texas 79901-1196
ATTN: Director
Planning & Economic Development Department

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

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 _____ 2011.

THE CITY OF EL PASO

Joyce A. Wilson
City Manager

APPROVED AS TO FORM:

Marie A. Taylor
Assistant City Attorney

APPROVED AS TO CONTENT:

Mathew S. McElroy, Deputy Director
Planning and 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 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 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 – General Fund. The payment for the Scope of Services provided hereunder shall not exceed \$250,000.00, and is appropriated for reimbursement of only program costs, subject to the following disbursement requirements:

- (1) Up to \$125,000.00 is available for reimbursement on a monthly basis for program costs (the "initial funding award"); and
- (2) An additional maximum amount of \$125,000.00 (the "match funding award") is available for reimbursement on a monthly basis for program costs upon: (a) Grantee's certification that the particular reimbursement request is matched (dollar-for-dollar) by net-new from existing private sector sources as listed on Exhibit 2, or entirely new private sector sources, which have been received by Grantee during the City's Fiscal Year 2012; and (b) the one-time submission of a mid-year report and oral presentation to City Council on Grantee's fundraising activities during the City's Fiscal Year, use of grant funds, and on progress in meeting the performance measures required under this Agreement.

The contract period will be from September 1, 2011 to August 31, 2012.

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 FY2010.

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 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 180 City Participants (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, 40 will graduate on or before August 31, 2012 in the following targeted occupations: nursing, healthcare, education, information technology and other demand occupations.
- 6.4 Of the City Participants sponsored at Project ARRIBA, 25 will be job placed at or above \$12.22/hr. (median county wage), on or before August 31, 2012 in the following targeted occupations: nursing, healthcare, education, information technology and other demand occupations.
- 6.5 Of the City Participants sponsored at Project ARRIBA, 5 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 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 City 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 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 90 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
2 Civic Center Plaza, 2nd Floor
El Paso, Texas 79901-1196
Attention: Director
Planning & Economic Development Department

EXHIBIT 2

2010 Private Donations

Funding Entity	Date Received	Amount
Hervey Foundation	3/15/2010	5,000.00
Shogun Steak House	4/6/2010	500.00
Rose Quade-Bonar Scholarship Fund	5/28/2010	1,824.00
Wells Fargo Bank	5/28/2010	15,000.00
United Bank	6/18/2010	1,500.00
Peace Lutheran Church	6/18/2010	700.00
Hunt Family Foundation	7/12/2010	20,000.00
Bank of the West	7/12/2010	5,000.00
El Paso Electric	7/14/2010	25,000.00
GECU	7/28/2010	2,500.00
Bank of America	10/5/2010	8,250.00
Inter National Bank	10/21/2010	2,500.00
Texas Gas Service	11/15/2010	2,000.00
Our Father's Foundation	11/30/2010	5,000.00
JP Morgan Chase of Texas	12/3/2010	15,000.00
EPCF - Stern Foundation	12/21/2010	2,000.00
Wolslager Foundation	12/10/2010	125,000.00

**EXHIBIT 1-A [ALTERNATIVE]
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 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 – General Fund. The payment for the Scope of Services provided hereunder shall not exceed \$250,000.00, and is appropriated for reimbursement of only program costs, subject to the following disbursement requirements:

(1) Up to \$125,000.00 is available for reimbursement on a monthly basis for program costs (the "initial funding award"); and

(2) Up to an additional \$125,000.00 ("match funding award") is available for reimbursement on a monthly basis for program costs upon: (a) the showing of matching funds (dollar-for-dollar) received by Grantee during City's Fiscal Year 2012 from private sector sources in an amount equal to the particular reimbursement amount being requested; and (b) a one-time submission of a mid-year report and oral presentation to City Council on Grantee's fundraising activities during the fiscal year, use of grant funds, and on progress in meeting the performance measures required under this Agreement.

The contract period will be from September 1, 2011 to August 31, 2012.

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 FY2010.

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 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 180 City Participants (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, 40 will graduate on or before August 31, 2012 in the following targeted occupations: nursing, healthcare, education, information technology and other demand occupations.
- 6.4 Of the City Participants sponsored at Project ARRIBA, 25 will be job placed at or above \$12.22/hr. (median county wage), on or before August 31, 2012 in the

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

- 6.5 Of the City Participants sponsored at Project ARRIBA, 5 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 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 City 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 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 90 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
2 Civic Center Plaza, 2nd Floor
El Paso, Texas 79901-1196
Attention: Director
Planning & Economic Development Department



City of El Paso Economic Development Department

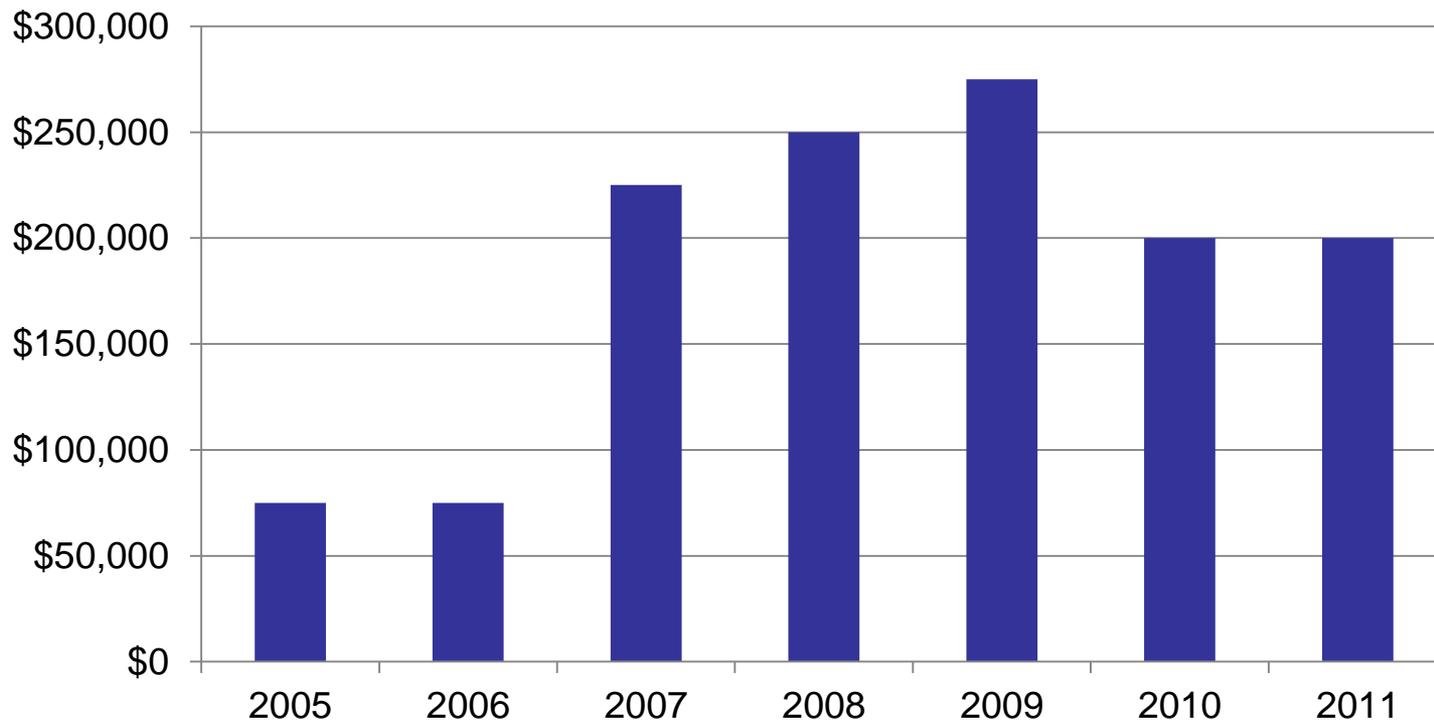
*Project Arriba Contract
Fiscal Year 2012*





History

- City of El Paso has historically provided funding to Project ARRIBA for economic development to provide long-term, high skilled training, case management and job placement services





City Council Direction Budget Hearing-August 3, 2011

- Project Arriba must raise private sector funding to support long-term sustainability of program
- Funding from City will not go towards administrative costs, only towards program costs
- Project Arriba must keep City Council informed on fundraising activity



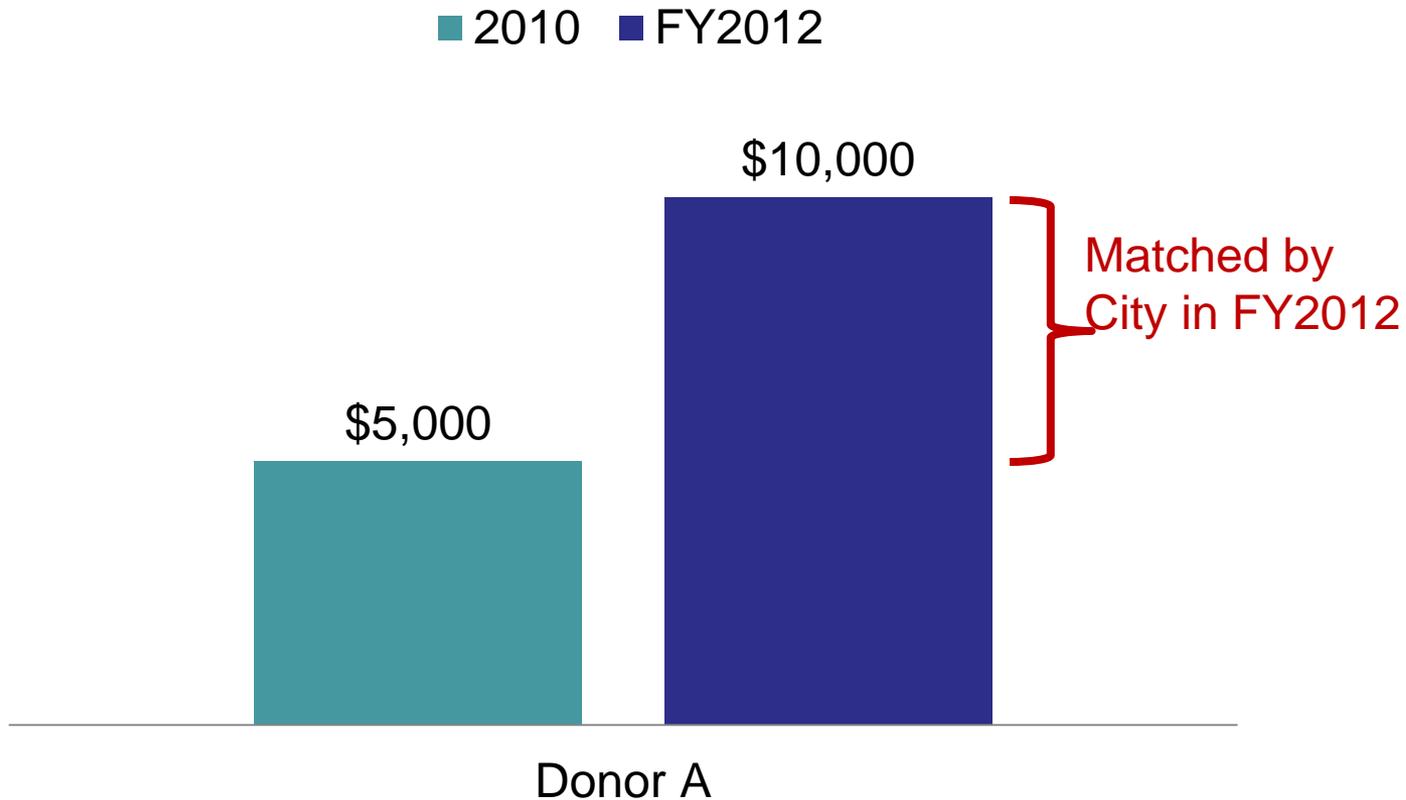
Funding Language

Option 1 - Staff Recommendation

- 1) Up to \$125,000...reimbursement...for program costs (“initial funding award”)
- 2) An additional amount of \$125,000 (“match fund”)...reimbursement upon a) certification that the particular reimbursement request is matched dollar-for-dollar by **net-new private sector sources as listed in Exhibit 2, or entirely new private sector sources**, which have been received by Grantee during the City’s Fiscal Year 2012...



Funding - Exhibit 1 Interpretation





Funding Language

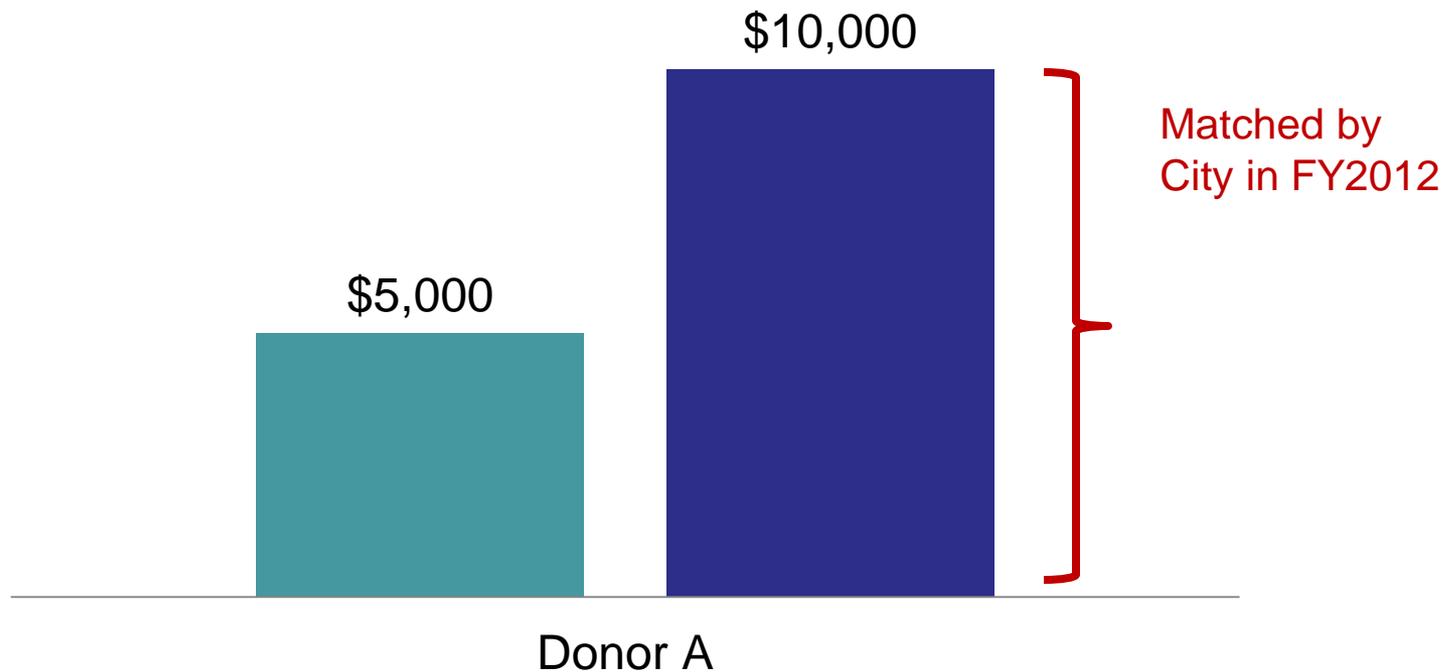
Option 2 - Project Arriba Preferred

- 1) Up to \$125,000...reimbursement...for program costs (“initial funding award”)
- 2) An additional amount of \$125,000 (“match fund”)...reimbursement upon a) the showing of matching funds (dollar-for-dollar) received by Grantee during the City’s Fiscal Year 2012 **from private sector sources...**



Funding - Exhibit 1-Alternative Interpretation

■ 2010 ■ FY2012





Measurables

- 180 participants
- Demand occupations – nursing, healthcare, education, information technology
- 60% at or below HHS poverty level
- 40 graduates on or before August 31, 2012 in the above targeted occupations
- 25 job placed at or above \$12.22/hr (median county wage) on or before August 31, 2012 in above targeted occupations
- 5 enrolled in “Bridges to Success” ESL to Living Wage model



Reporting

- Monthly reports on status of performance measures
- Mid-year report and oral presentation to City Council on
 - fundraising activities during fiscal year;
 - use of grant funds, and;
 - progress on performance measures
- Final report at end of contract period



Questions/Comments

