

Services Agreement
Chicanos Por La Causa and Northeastern Arizona Local Workforce Development Board

**SERVICES AGREEMENT
CHICANOS POR LA CAUSA, INC - WORKFORCE SOLUTIONS,
AND
NORTHEASTERN ARIZONA LOCAL WORKFORCE DEVELOPMENT BOARD**

This Services Agreement (the “Agreement”) is by and between the Northeastern Arizona Local Workforce Development Board (hereinafter referred to as the LWDB), constituted under terms of the Workforce Innovation and Opportunity Act of 2014 (WIOA), and Chicanos Por La Causa, Inc. (CPLC). LWDB and CPLC shall singularly be referred to as “Party” and collectively as the “Parties.”

Navajo County, as the Chief Elected Official for the LWDB has the authority to enter into this Agreement under the provisions of A.R.S. § 11-952.

Purpose: Provide for a subcontract/subrecipient relationship between CPLC and the NEAZ LWDB to provide ARIZONA@WORK Northeastern Arizona Adult, Dislocated and Youth Workforce services for Title IB participants.

Terms of Agreement

This Agreement shall become effective July 1, 2023 and shall remain in force until June 30, 2024, unless circumstances require modification to the Agreement prior to the termination date.

Termination of Agreement

Any party to the Agreement may withdraw from the Agreement by giving written notice of intent ninety (90) days in advance of the effective withdrawal date. Notice of withdrawal shall be given in writing to all parties of the Agreement.

The Agreement may also be terminated in the event that grant funding upon which this Agreement depends is withdrawn by the State of Arizona or the federal government.

Notice is also hereby given that this agreement is subject to cancellation pursuant to the provisions of A.R.S. § 38-511 in the event of the discovery of a conflict of interest.

Roles and Responsibilities

CPLC agrees to:

- A. Provide the direct services of Title IB Adult, Dislocated Worker, and Youth programs.
- B. Recruit, hire and train Title IB Staff.
- C. Provide the salary and employee related benefits for all Title IB Direct Service Staff.
- D. Provide pre-service and in-service training, technical assistance, and staff development opportunities for all Title IB Direct Service Staff.

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- E. Monitor and evaluate program development and progress toward meeting enrollment and performance goals.
- F. Report to LWDB staff monthly on program development and progress toward meeting enrollment and performance goals.
- G. Ensure All Staff adhere to existing LWDB procedures for welcome, intake, and referral processes. Additionally, all Staff will utilize the supplied Software platforms to perform the intake and referral processes to ensure that service delivery and resources are fully integrated, coordinated between all job center partners, and centered on meeting the needs of workforce system customers.

LWDB agrees to:

1. Provide a maximum contribution of \$775,000 for operation of the Title IB Adult, Dislocated Worker, and Youth Programs (An Addendum A will follow for CPLC's detail of their budget.)
2. Provide computers and vehicles for use of the staff associated with providing direct WIOA Title IB program services.
3. Designate a primary contact person to work with the Operations Manager.
4. Review and evaluate program performance at least quarterly to ensure provision of expected quality of service.
5. Provide technical assistance for the Project Manager as needed.
6. Monitor and evaluate program development and progress toward meeting enrollment and performance goals (See Addendum A).

Agreement Amount and Invoice Process

The amount paid to CPLC shall be a maximum of \$775,000. The Parties have agreed that this is a cost-reimbursement contract, and that CPLC will be reimbursed funds on a monthly basis after submittal of end-of-month billing statements detailing and documenting the services provided by CPLC and its expenses. Payment will be made by LWDB through its fiscal agent, Navajo County, no later thirty (30) days after receipt of the Title 1B billing.

The workforce board will use federal funds received from the State of Arizona. Under A.R.S. § 11-952(B)(3), the manner of financing and of establishing and maintain a budget for this Agreement shall be approved annually by each Party through its respective Board.

Modification to Agreement

This Agreement may be modified, given thirty (30) days written notice, at any time, given mutual consent of the Parties. Any modifications to the Agreement, to be valid, must be in writing, signed and dated by the Parties, with the effective date noted, and appended to the original Agreement.

Compliance

All Parties to the Agreement will remain in compliance with applicable federal laws, regulations and guidelines, state and local law, regulations, policies and procedures.

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Each Party hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). If either Party uses any subcontractors in performance of this contract, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). A breach of this warranty shall be deemed a material breach of the contract subject to penalties up to and including termination of this contract. Each Party retains the legal right to inspect the papers of the other Party and its subcontractors who work on the contract to ensure that the other Party or subcontractors are complying with this warranty.

Integration and Merger

This Agreement, along with the RFP and the Response from CPLC constitutes the full and entire agreement of the Parties, and no representations have been made by the Parties other than those contained herein. In the event of a conflict of interest between the RFP, Response, and this Agreement, this Agreement shall control.

Notices

Any notices that may be required by this agreement shall be sent to the following addresses including via email:

Chicanos Por La Causa, Inc
Attn: Legal
1112 E. Buckeye Street
Phoenix, AZ 85034
contracts@cplc.org

NEAZ LWDB
Attn: Executive Director
180 N. 9th Street
Show Low, AZ 85901
stephanie.ray@navajocountyaz.gov

Indemnification

Each Party to this Agreement shall indemnify, defend, and hold harmless the other from and against any and all claims, losses, liability, damages, costs, or expenses (including reasonable attorney's fees) (collectively referred to as "Claims") arising out of employment claims, bodily injury of any person (including death) or property damage, but only to the extent that such Claims are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. The obligations under this section shall survive termination of this Agreement. If a Claim or Claims becomes subject to this Indemnity section, the parties to the Claim(s) shall expeditiously meet to discuss a common and mutual defense including proportional liability and payment of possible litigation expense and money damages.

Dispute Resolution

In the event that a dispute arises out of or relates to this Agreement, and if the dispute cannot be settled through mutual negotiation, the Parties agree first to try in good faith to resolve the dispute by mediation. The Mediator shall be selected by mutual agreement amongst the Parties. If a mediator cannot be selected, or if mediation is unsuccessful, the matter will be resolved by binding arbitration, consistent with the Uniform Rules of Arbitration as adopted in the State of Arizona.

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Attorney's Fees

The successful Party in any arbitration or litigation arising under the terms of this Agreement shall be entitled to its costs, including reasonable attorney's fees and court costs from the non- prevailing Party.

The Parties hereto have executed this Agreement upon effective on the date it is signed and approved by each party hereto.

DocuSigned by:

Andres Contreras

9581B394C5FA42C
Andres Contreras, EVP IHSSE

Chicanos Por La Causa, Inc.

8/29/2023 | 11:26 AM PDT

Date

David Miller

David Miller (Jun 21, 2023 15:53 PDT)

Chairperson Northeastern Arizona LWDB

Jun 21, 2023

Date

Navajo County Board of Supervisors Chairperson

Date

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Exhibit A
Title IB Career Services Performance Measures
Program Year 2023
Service Goals and Performance Measures

Metric	Adult/DW	Youth
Service Goals		
Basic Services Enrollments	90	105
Individual Career Services Enrollments	45	54
Participants placed in WEX	10	25
Participants Placed in Training	25	17

ADULT BASIC SERVICES ENROLLMENTS – 78

DW BASIC SERVICES ENROLLMENTS – 12

ISY BASIC SERVICES ENROLLMENTS – 10

OSY BASIC SERVICES ENROLLMENTS – 95

Metric	Adult/DW		Youth	
Performance Measures				
Participants Earning a Credential	16	80%	11	64.7%
Participants Employed at Exit	29	76%	42	77.8%
Median wage at employment	\$15.00/Hr	\$7800/qtr	\$14.00/hr	\$5600/qtr







CPLC Title 1B Agreement PY23_FY24

Final Audit Report

2023-06-21

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