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El Paso County Agenda Item Details

Item Title: Economic Development - 381 Workforce Development Agreement with Project Arriba (2025-0238)

Submitted By: Roberto Ransom, Director

Department: Economic Development Department

Department Phone Number: 915-273-3583

Subject: Approve and authorize the County Judge to sign the Chapter 381 Economic Development Program Agreement with Project Arriba for the development and implementation of workforce development programming in El Paso County from October 1, 2024, through September 30, 2027, up to the amount of \$150,000 per year. Funds are available in GF-381-ARRIBA-PROP TAXRBT. (Contract No. 2025-0238)

Background: Each year the County contracts with Project Arriba for workforce development and education programs in partnership with local academic and vocational institutions targeting students in rural, underserved areas of the County. Chapter 381 of the Texas Local Government Code grants counties authority to promote economic development through incentive agreements, financial assistance, and contractual partnerships. A key provision of this law allows counties to contract with private entities, including nonprofit organizations, to support workforce development initiatives. This enables counties to use economic development funds to enhance job training programs, workforce pipelines, and industry-specific skills development as part of their broader economic development strategies.

Project Arriba has engaged in workforce development activities for several years, supported by key regional stakeholders and partners, including the County. Their focus on developing the local workforce in targeted industries such as healthcare, promotes the County's goal of increasing wages and providing the market with a competitive and skilled employee base.

Fiscal Impact: Fiscal Impact Historical
GF-GADM-CONTR SV-PRO ARRIBA-EP

Previous Contracts:

2024-2024: \$150,000
2022-2023: \$150,000
2021-2022: \$75,000
2020-2021: \$75,000
2018: \$75,000
2017: \$75,000
2016: \$50,000

Fiscal Impact Projected
GF-381-ARRIBA-PROP TAXRBT

\$150,000 for three years.
Total: \$450,000

Long Account Number: Amount:

Long Account Number: Amount:

Budget or Unbudgeted Match:

Recommendation:

Approve and authorize the County Judge to sign the Chapter 381 Economic Development Program Agreement with Project Arriba for the development and implementation of workforce development programming in El Paso County from October 1, 2024, through September 30, 2027, up to the amount of \$150,000 per year. Funds are available in GF-381-ARRIBA-PROP TAXRBT. (Contract No. 2025-0238)

Prior Action:

8/7/23 - Approve and authorize the County Judge to sign the First Amendment to the Workforce Development Services Agreement with Project Arriba beginning August 7, 2023. Funding is available in GF-GADM-CONTR SV-PRO ARRIBA-EP. (Contract No. 2023-0582)

3/27/23 - Approve and authorize the County Judge to sign the Service Agreement for Workforce Development Services with Project Arriba from October 1, 2022, through September 30, 2023, in the amount of \$150,000. Funds are available in GF-GADM-CONTR SV-PRO ARRIBA-EP. (Contract No. 2022-1064)

12/12/22 - Approve and authorize the County Judge to sign the Workforce Development Services agreement with Project Arriba in the amount of \$150,000 from October 1, 2022, through September 30, 2023.

10/4/21 - Item 4F 2021-0769 Amount: \$75,000
12/14/20 - Item 4G 2020-1068 Amount: \$75,000
10/15/18 - Item 16: 2018-0657 Amount: \$75,000
12/18/17 - Item 14: 2017-0867 Amount: \$75,000
9/19/16 - Item 21: 2016-0512 Amount: \$50,000

Strategic Plan:

Goal:

2. Transform Economic Development

Objective:

Strategic Plan Information:

**Estimated Time Needed
For This Item:**

STATE OF TEXAS
COUNTY OF EL PASO

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CHAPTER 381
ECONOMIC DEVELOPMENT
PROGRAM AGREEMENT

This Chapter 381 Economic Development Program Agreement (“**Agreement**”) is made and entered into by and between **El Paso County, Texas** (“**County**”), a political subdivision of the State of Texas, and Project ARRIBA (“**Applicant**”), for the purposes and considerations stated below:

WHEREAS, the **Applicant** desires to enter into this Agreement pursuant to Chapter 381 of the Texas Local Government Code (“Chapter 381”) and the Texas Constitution Article III, Section 52-a; and

WHEREAS, the **County**, pursuant to the County of El Paso Comprehensive Incentives Policy, supports efforts to build human capital by improving skills in the workplace through education, training, and career development and acknowledges that the educational attainment of the region’s workforce is the greatest driver for economic success; and

WHEREAS, the **County** desires to provide, pursuant to Chapter 381, an incentive to the **Applicant** for the development and implementation of workforce development programming in El Paso County, Texas; and

WHEREAS, the **County** has the authority under Chapter 381 to make grants of public funds for the purposes of promoting local economic development and stimulating business and commercial activity within the El Paso **County**; and

WHEREAS, the **County** determines that a grant of funds to the **Applicant** will serve the public purpose of promoting local economic development and enhancing business and commercial activity within the **County**; and

WHEREAS, the development and improvement of the workforce in El Paso County will likely encourage increased economic development in the County, provide increases in the County's tax revenues, and improve the **County's** ability to provide for the health, safety and welfare of the citizens of El Paso; and

WHEREAS, the **County** has concluded and hereby finds that this Agreement embodies an eligible “program” and promotes economic development in El Paso County and, as such, meets the requisites under Chapter 381 of the Texas Local Government Code and further, is in the best interests of the **County** and **Applicant**.

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. DEFINITIONS

The following words shall have the following meanings when used in this Agreement:

- A. **Agreement** means this Chapter 381 Economic Development Program Agreement, together with all exhibits and schedules attached to this Agreement.
- B. **Applicant** means Project ARRIBA, Inc., located at 1155 Westmoreland Dr., Ste. 235, El Paso, Texas 79925.
- C. **County** means El Paso County, Texas.
- D. **Effective Date** means the date upon which both parties have fully executed this Agreement as set forth on the signature page hereof.
- E. **Event of Default** means any event described in Section 7 of this Agreement.
- F. **Event of Non-Appropriation** means the failure of the **County** to appropriate for any Fiscal Year, sufficient funds to pay the Grant payment, or the reduction of any previously appropriated money below the amount necessary to permit the County to pay the Grant payments from lawfully available funds.
- G. **Grant** means each payment to **Applicant** under the terms of this Agreement and shall not exceed the total amount of Four Hundred and Fifty-Thousand Dollars and no Cents (**\$450,000.00**).
- H. **Program Costs** means the cost associated with individuals participating in the services offered by **Applicant** pursuant to this Agreement described in “EXHIBIT B”.

2. TERM

Regardless of the date of execution, the term of this Agreement is one year that begins October 1, 2024. Thereafter, by mutual written agreement signed by both Parties, the Agreement may be renewed for five (5) additional one-year periods.

3. OBLIGATIONS OF APPLICANT

During the term of this Agreement, **Applicant** shall comply with the following terms and conditions:

- A. **Scope. Applicant** agrees any and all funds it receives from the **County** pursuant to this Agreement shall be used to provide services as described in **EXHIBIT B**, attached hereto and incorporated by reference.
- B. **Performance. Applicant** shall provide the services in a professional, competent, and effective manner consistent with quality and standards for

like professionals in the field. **County** retains the right to monitor performance under this Agreement on a periodic basis to assure compliance with the terms of the Agreement. **Applicant** will provide any assistance, records, and information needed by the **County** to monitor, audit, and/or evaluate **Applicant's** performance and accountability under this Agreement (See "**EXHIBIT C**", fully incorporated herein by this reference).

- C. **Monthly Report.** **Applicant** shall provide to the **County** a report each month during the term of this Agreement, certifying the status of compliance through the preceding month. The Monthly Report is more fully described in "**EXHIBIT C**".
- D. **Personnel and Facilities.** **Applicant** agrees it has or will secure, at its own expense, all personnel required to perform the services under this Agreement and such personnel shall not be employees of the **County**. **Applicant** shall provide the office space, equipment, supplies, and other materials as may be necessary to accomplish the services outlined herein.
- E. **Independent Contractor.** It is expressly understood and agreed by the parties that **Applicant** is contracted and engaged as an independent contractor and is not an officer, agent, or employee of the **County**.
- F. **Monitoring and Record Retention.** **Applicant** agrees that, during normal business hours at its principal place of business, **Applicant** will provide **County** access to **Applicant's** premises for the purpose of verifying that **Applicant** is in compliance with the terms of this Agreement. Such visits by the **County** shall also be made for the purpose of auditing, monitoring, or evaluating any federal, state, municipal regulation or law that may apply to this Agreement. **Applicant** shall retain records for a period of time, even after termination of this Agreement, that complies with applicable law, appropriately accommodates **County's** ability to audit, and allows final resolution of any pending event such as records request, audit, claim, or litigation.

4. **OBLIGATIONS OF COUNTY**

During the term of this Agreement and so long as an Event of Default has not occurred, **County** shall comply with the following terms and conditions:

- A. **County** agrees to approve or reject any invoice submitted pursuant to this Agreement within 30 calendar days after its receipt.
- B. **County** agrees to process any grant payments to **Applicant** within thirty (30) calendar days after its approval of the **Applicant's** invoice submission and provision of all required and corresponding supporting documentation.

- C. **County** and the **Applicant** agree that, except as otherwise provided in this Agreement, the payments contemplated in this Agreement in no way obligate the **County's** general fund or any monies or credits of **County** and creates no debt of, nor any liability to, **Applicant** or third parties beyond the specific obligations contained herein. All payments made by **County** under this Agreement are subject to appropriation of such funds for such payments to be paid in the budget year for which they are appropriated.
- D. **County** shall have the right to reduce the annual payment below the annual budget outlined in EXHIBIT B. In the event **County** reduces the annual payment, **County** shall provide written notice within fifteen (15) calendar days to Applicant before the reduction may take effect. In the event **County** reduces the annual payment pursuant to this Section, Applicant will submit an amended EXHIBIT B within thirty (30) calendar days, which becomes effective upon written approval of the Chief County Administrator.

5. **GRANT AMOUNT & BUDGET**

- A. Except as otherwise authorized by Section 4.D. above, the total annual payments under this Agreement shall not exceed One Hundred and Fifty-Thousand Dollars and no Cents (**\$150,000.00**). Grant funds will be paid by the **County** to **Applicant** as reimbursement for allowable costs that the **Applicant** has incurred, based on invoice documents submitted by **Applicant**. **County** in its sole discretion, will determine whether a cost is allowable.
- B. Funds provided by the **County** must be spent in accordance with the annual budget, "**EXHIBIT A.**"
- C. The **County** shall have the right to audit records and review the finances of the program, and upon finding ineligible expenditure of funds, shall at its sole option adjust the Agreement budget to reallocate any unused funds to other **County** needs.
- D. Upon completion of the term of the Agreement, including any applicable extensions, the **County** retains the right to reallocate any unused funds that have not been invoiced to the **County**.
- E. Any changes to the budget will require written approval by the **County** Commissioners Court. Alternatively, in the event that **Applicant** seeks to modify one or more line items which collectively account for less than 5% of the program budget, the Chief County Administrator is authorized to provide written approval of the changes. The total adjusted amount shall not exceed the original budget total set forth in "**EXHIBIT A.**"
- F. **Applicant** shall promptly provide the **County** any and all documentation required to substantiate the billings for services provided.

6. **PAYMENT SCHEDULE**

- A. **Applicant** shall submit a monthly invoice with sufficient detail to identify the services provided and corresponding expenses to the County's Economic Development Department for review and verification that services have been satisfactorily provided and that reimbursement is sought for eligible expenses authorized by the terms of this Agreement.
- B. If services have been satisfactorily provided, the **County's** contact person shall submit the invoice to the County Auditor for processing as a claim.
- C. Payments will be made to **Applicant** on a monthly basis and only after submission and approval of the invoice and all supporting documentation that is required by this Agreement and the **County** Auditor. The invoice should include copies of all applicable receipts evidencing monies that have been expended related to the services provided herein.
- D. In no event shall the **County** be liable for any expenses for which the **Applicant** is reimbursed from any other source. Further, **Applicant's** request for reimbursement shall certify that the **County** is not being billed for services for which **Applicant** is reimbursed from another source.

7. **EVENTS OF DEFAULT**

Each of the following shall constitute an Event of Default under this Agreement and the **County**, under the circumstances outlined in this section may upon provision of written notice and at its sole discretion, immediately suspend its obligations under this Agreement and all future payment obligations shall automatically cease:

- A. **Failure to Provide Services.** **Applicant's** failure or refusal to provide services enumerated in this Agreement shall be considered an Event of Default.
- B. **False Statements.** In the event the **Applicant** provides any written warranty, representation, or statement under this Agreement or any document related hereto that is found to be false or misleading in any respect, either now or at the time made or furnished, **Applicant** will be in default of this Agreement. If **Applicant** obtains actual knowledge that any previously provided warranty, representation, or statement has become materially false or misleading after the time that it was made and **Applicant** fails to provide written notice to the **County** of the false or misleading nature of such warranty, representation, or statement within thirty (30) calendar days after **Applicant** learns of its false or misleading nature, such action or omission shall be considered by the **County** to be an Event of Default.
- C. **Insolvency.** The dissolution or termination of **Applicant's** existence as an ongoing business, **Applicant's** insolvency, appointment of receiver for any part of **Applicant's** portion of the Property, any assignment of all or substantially all

of the assets of **Applicant** for the benefit of creditor of **Applicant** or the commencement of any proceeding under any bankruptcy or insolvency laws by or against **Applicant**, shall all be deemed Events of Default. However, in the case of involuntary proceedings, if such proceedings are discharged within sixty (60) calendar days after filing, no event of default shall be deemed to have occurred.

- D. **Other Defaults.** Failure of **Applicant** to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement or in any related documents, shall be deemed an Event of Default.
- E. **Notice of Default.** **Applicant** is responsible for notifying the **County** in writing of any default under this Agreement within ten (10) business days of **Applicant** becoming aware of such default (“Notice of Default”). Such Notice of Default shall describe the nature of the default and whether the **Applicant** intends to attempt to cure the Event of Default.
- F. **Opportunity to Cure.** If **Applicant** or **County** fails to comply with or to perform any other obligations, covenants, or condition contained in this Agreement or in any related documents, and **Applicant** or **County** fails to cure such failure within sixty (60) calendar days after written notice from the other party describing such failure (“Cure Period”), such failure will be an Event of Default.
- G. **Remedies for Failure to Cure.** If a party to this Agreement fails to cure an Event of Default, the other party may cancel this Agreement by sending a written notice to the party in default giving thirty (30) calendar days’ notice of termination.

8. **TERMINATION**

Either Party may terminate this Agreement, with or without cause, upon thirty (30) calendar days’ prior written notice to the other party.

9. **NOTICES**

All notices, communications and reports under this Agreement shall be either hand delivered, faxed, or mailed, postage prepaid in the United States Postal Service, to the respective Parties at the respective addresses shown below:

To the County: Ricardo A. Samaniego
County Judge
County of El Paso, Texas
500 E. San Antonio
El Paso, Texas 79901

CC: Jose Landeros
Deputy County Administrator
Economic Development Department

County of El Paso, Texas
500 E. San Antonio
El Paso, Texas 79901

To Applicant: Roman Ortiz
Chief Executive Officer
Project ARRIBA, Inc.
1155 Westmoreland
Suite 235
El Paso, Texas 79925

10. INDEMNIFICATION

APPLICANT AGREES TO INDEMNIFY AND HOLD HARMLESS THE COUNTY AND ITS OFFICERS, EMPLOYEES, AND AGENTS FROM AND AGAINST ALL LIABILITIES, CLAIMS, ACTIONS, EXPENSES (INCLUDING ATTORNEYS' FEES AND COSTS RELATED TO ANY SUCH CLAIM, ACTION, OR PROCEEDING), OBLIGATIONS, LOSSES, FINES, PENALTIES, AND ASSESSMENTS RESULTING FROM OR ARISING OUT OF CONTRACTOR'S OBLIGATIONS, SERVICES, OPERATIONS, ACTIVITIES, DEFAULT, NEGLIGENCE, AND/OR MISCONDUCT UNDER THIS AGREEMENT, WHETHER BY THE CONTRACTOR, ITS DIRECTORS, OFFICERS, EMPLOYEES, OR AGENTS.

11. LIABILITY INSURANCE

The Owner or Contractor shall file a current Certificate of Liability certificate with the County Human Resources, Risk Management Division. All insurance required by the Contract shall be purchased and maintained by the Owner or Contractor from insurance companies that are duly licensed or authorized in the state or jurisdiction to issue insurance policies for the required limits and coverages. All companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.

Required Insurance: Contractor shall purchase and maintain Commercial General Liability, per the following required limits:

- \$1,000,000-Each occurrence
- \$1,000,000-General Aggregate
- \$1,000,000-Personal & Advertising Injury
- \$1,000,000-Products/Completed Operations-Aggregate
- \$5,000- Premises Medical Expenses
- \$500,00- Damage to Rented Premises (each occurrence)

County of El Paso must be named as Additional Insured on the General Liability policy provided.

12. AMEND TO ADDRESS CHANGE IN LAW

Both Parties recognize that law, rules, and regulations applicable to their performance and this Agreement are subject to change. The Parties specifically agree any provision in this Agreement may be amended to bring this program or Agreement into compliance with such change in laws, rules, and regulations. An amendment to the Agreement due to a change in applicable laws, rules and regulations is deemed to occur as soon as necessary to allow the Parties to remain compliant. The Parties will cooperate to promptly conform their Agreement to any applicable legal changes.

13. COVENANTS

- A. **No Assignment.** **Applicant** shall not assign, delegate, or attempt to convey an interest in this Agreement. In the event **Applicant** does attempt to so convey an interest in this Agreement, said Agreement shall be terminable.

- B. **Compliance with Laws.** **Applicant** shall comply with all applicable federal, state, and local laws, ordinances, codes, and regulations. Failure to do so in any manner that materially impairs the quality of performance hereunder or affects the administration of the funds provided shall constitute a material breach of this Agreement.

- C. **Prohibited Acts.** **Applicant** covenants that during the term of this Agreement:
 - 1. **Conflict of Interest:** It has no interest in, and shall not acquire any interest, direct or indirect, in any contract or subcontract that will conflict in any manner or degree with the performance of the services performed under this Agreement. Any violation of this paragraph, with knowledge express or implied, by the **Applicant** shall render this Agreement voidable by the **County** and shall entitle the **County** to appropriate reimbursement.
 - 2. **Discrimination:** No person in the United States has been or will be, on the grounds of race, color, national origin, age, sex, religion, disability or other legally protected category, excluded from participation in, denied the benefits of, or be subject to discrimination under, any program or activity funded in whole or part with funds made available to the **Applicant** pursuant to the terms of this Agreement.
 - 3. **Discriminatory Criteria:** **Applicant** may not use criteria or methods of administration that have the effect of a) subjecting individuals to discrimination on the basis of race, color, national origin, age, sex, religion, disability, or other legally protected category, and/or b) defeating or substantially impairing accomplishment of the object of programs funded under this Agreement with respect to individuals in a legally protected category.

4. **Prohibited Interest:** No member, officer, or employee of the **Applicant**, or its designees or agents, or members of Commissioners Court, and no other public official of the **County** who exercises any functions or responsibilities with respect to the program during their tenure or for one (1) year thereafter, assisted with this Agreement or has had any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, shall perform work in connection with these services or program.

- D. **Non-Religious Activities:** **Applicant** will provide the stated services in a manner that is exclusively non-religious in nature and scope. **Applicant** agrees there will be no religious services, proselytizing, instruction, or any other religious influences in connection with the services provided under this Agreement.

- E. **Subcontracts:** None of the services covered by this Agreement shall be subcontracted without the prior written consent of the **County**. **Applicant** shall be fully responsible for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by them.

14. **EXHIBITS**

The following exhibits are attached to and incorporated into this Agreement:

EXHIBIT A: Fiscal Year 2024-2027 Budget Request

EXHIBIT B: Statement of Work

EXHIBIT C: Performance Report

15. **ENTIRE AGREEMENT**

This Agreement constitutes and expresses the entire Agreement of the Parties in reference to the services of the **Applicant** for the **County**.

APPROVED on March 17, 2025.

THE COUNTY OF EL PASO

By: _____
Ricardo A. Samaniego
County Judge
Date:

PROJECT ARRIBA, INC.

By: _____
Roman Ortiz
Chief Executive Officer
Date:

APPROVED AS TO CONTENT:

Roberto Ransom
Economic Development Department Director

EXHIBIT A

Fiscal Year October 2024 – September 2025
Budgetary Request

Department/Agency: Project ARRIBA

Index: _____

Contact: Roman S. Ortiz, President & CEO

Phone No: 915-843-4055

Address: 1155 Westmoreland, Suite 235
El Paso, Texas 79925

County Sub-Object	County Sub-object Titles	Justification/Purpose	Amounts Requested
Direct Program	Participant Expenses (e.g. Tuition, Books, Materials)	In order to remove barriers from training and increase persistence among the at-risk population proposed to be served, Project ARRIBA will provide much needed assistance for expenses directly related to the participants' education to include tuition, books, school materials and testing fees directly related to long-term training.	\$135,000
Direct Program	Case Management Salaries	Case Managers and Case Manager Assistants are a vital component of Project ARRIBA that promote job training success and increase academic retention and graduations rates.	\$15,000
	Total Direct Program		\$150,000

**EXHIBIT B: STATEMENT OF WORK
COUNTY OF EL PASO, STATE OF TEXAS**

SECTION 1 - Project Abstract

Applicant will, through career training/workforce development and in partnership with University Medical Center (“UMC”), El Paso Community College, the University of Texas at El Paso, and Texas University Health Sciences Center El Paso School of Nursing, work toward providing a permanent and sustainable source of local nurses, healthcare professionals, and other professionals in high-demand careers to address the severe shortage in the El Paso, Texas region. Applicant will provide long term, high skilled training and case management services to eligible El Paso County 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. Applicant shall contract with UMC for the collaboration of the two organizations to identify employment opportunities that are suitable and available to current participants and their corresponding qualifications.

SECTION 2 - Funding Authority

This Agreement is entered into under the provisions of the approved County budget allocation of \$150,000 from the general fund to Applicant.

SECTION 3 - Allowable Services/Activities

Applicant sponsors training that will lead to a Bachelor’s Degree, Associate Degree and/or Licensed Certification in high demand industries such as health sciences, tourism and hospitality, agriculture and culinary arts, and vocational trades, as determined by El Paso’s local economy and as confirmed by the County’s Economic Development Department. For purposes of this Agreement, “program costs” are participant training costs (tuition, books, school materials), and “case management salaries” which are salaries and fringe benefits of staff assigned to carrying out the activities and services under this contract.

The health field occupations include but are not limited to, Registered Nursing, Licensed Vocational Nursing, Physical Therapy Assistant, Radiology Tech, Respiratory Care Tech, Donor Care Specialist, Surgical Technologist, Nutrition and Public Health, and Other Allied Health Fields. Other demand occupations being researched to expand participation in the program include, but are not limited to, museum studies, culinary, and graphic arts, within the industries of tourism and hospitality, as well as vocational trades such as Diesel Mechanic, Electricians, HVAC, Industrial Machinery Mechanics, Truck Drivers, and Welders. Applicant will provide assistance for expenses directly related to the participants’ education for the fall 2024, spring 2025, and summer 2025 school semesters. Expenses directly related to the participants training include, but are not limited to:

- **Tuition:** Tuition and fees for credited and non-credited continuing education courses at El Paso Community College (EPCC), Texas Tech University Health Sciences Center El Paso (Texas Tech) and the University of Texas at El Paso (UTEP). Applicant will cover credited courses that are required in a participant’s degree program. Continuing education courses

include cardiopulmonary resuscitation (CPR), CPR renewal courses, seminars required for healthcare participants, and English as a Second Language courses. Fees imposed by EPCC, UTEP & Texas Tech include, but are not limited to, general use fees, technology fees, individual instruction fees, professional practice insurance fees, clinical fees, and laboratory fees.

- **Books:** Applicant covers course textbooks required or recommended by the instructor for successful completion of the course. Case managers authorize the purchase of each textbook based on the participant's degree and the instructor's syllabus, which lists all recommended and required textbooks for the course.
- **School Materials / Testing Fees:** Basic school supplies (pens/pencils, paper, binders, notebooks), nursing/health uniforms, nursing kits, required background checks, fingerprinting, drug screenings, immunizations, TSI testing (college placement exam), licensing and certification exams. School materials for participants enrolled in trades at EPCC's Advances Technology Center include, but are not limited to, basic school supplies, hand tools, general lab/shop equipment, and specialty tools and equipment required for the successful completion of the program. Testing fees necessary to accessing training programs and certifications exams in the selected trade will be covered by Applicant.
- **Case Management Salaries:** Salaries, wages, and fringe benefits incurred by staff assigned to carry out the activities and services under this contract. The case management team is made up of five Senior Case Managers and two Case Manager Assistants. Case Managers are responsible for working with participants to successfully access training and services, monitoring participants' progress and effectiveness, and providing counseling and accountability.

SECTION 4 – Eligibility

Participants eligible for the program will reside in the County of El Paso, Texas, but outside city limits of the City of El Paso, Texas, who have historically experienced a high level of unemployment and/or lack the occupational skills necessary to obtain / maintain employment.

Applicant's minimum entry requirements for program participation are:

- At or below 200% of the United States Department of Health & Human Services Poverty Guidelines for FY2025
- Enrolled in the Intensive English Program at El Paso Community College (EPCC) and/or
- High School Diploma or GED
- U.S. Citizenship or Resident Alien status
- Reside within El Paso County, but outside of the city limits of the City of El Paso, Texas.
- ESL student and/or English language proficiency
- Committed to work and live in El Paso County for 2-years post program completion
- Attending a public college or university (specifically, El Paso Community College, University of Texas at El Paso & Texas Tech University Health Sciences Center (TTUHSC) El Paso Gayle Greve Hunt School of Nursing)

- Agree to participate in any collaboration Contractor has with UMC, or alternatively, apply for available UMC job openings for which he or she is qualified

SECTION 5 – Activities and Performance Measure

For the purposes of this Agreement, “Rural County Participant” shall mean an individual who resides within El Paso County, but outside the city limits of El Paso, Texas. Applicant shall be responsible for the following among a *Rural* County Population:

- 5.1 Case Manage 60 Rural County Participants training for demand occupations as listed above.
- 5.2 Of the 60 Rural County Participants, 85% will persist in training and/or graduate at the end of the initial contract term. 80% will persist in training and/or graduate within three- years from the date of enrollment.
- 5.3 Of the 60 Rural County participants, a minimum of 90% will pursue a degree or certification in a healthcare related or other approved field.
- 5.4 Of the 60 Rural County Participants, 13 will graduate on or before September 30, 2025. 60% or 36 will graduate within 3-years from their date of enrollment in Contractor’s program.
- 5.5 Thirteen (13) Rural County Residents will be job placed at or above \$15.00/hr. within 180 calendar days after the term of this Agreement in a targeted occupation. This will represent \$436,800 in additional payroll to the rural areas within 12-full months of employment.

SECTION 6 - Reporting Requirements

- 6.1 Applicant shall provide monthly written reports to the County on the status of performance measures described in Section 5 of this Statement of Work by the 20th day of the month following the report month, unless the 20th day falls on a weekend or holiday then the report will be due the following business day, and will also include the number of participants that applied for work at UMC, the number of participants that were ultimately hired for work at UMC, and the number of individuals who remain employed following a job placement.
- 6.2 The data provided shall be cumulative.
- 6.3 Applicant shall provide a written comprehensive final report to the County. The final report shall include a description of the project, review of the activities accomplished, and project goals achieved during the term of the Agreement. This report should also identify positive outcomes and areas needing improvement. This report is due not later than 60 calendar days after the term of this Agreement.
- 6.4 Applicant will track participants (income, location, employment advancement,, etc...) for 5-years post program. After contract completion, a participant employment status report will be submitted to the County annually, no later than October 20th of each year following contract completion. This Applicant obligation shall survive for five years past the term of

this Agreement and any subsequent extensions.

6.5 The specified reports shall be delivered to the following address:

County of El Paso
Roberto Ransom, Director
Economic Development
500 E. San Antonio, Suite 302
El Paso, TX 79901
economicdevelopment@epcounty.com

EXHIBIT C
Performance Report

Performance Report	2024	2025	% Change from previous year	2026	% Change from previous year	2027	% Change from previous year
Number of County Graduates							
Number of County New Enrollees							
Persistence Rate							
Total # Job Placement for County resident participants							
Total # of Job Placement for county participants in ___field							
___field							
___field							
Average Wage at graduation							
Average Wage 6 months post-graduation							
# of County participants per zip code							
Zip Code							
County Funding		\$150,000					