



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

Requested Board Meeting Date: March 21, 2017

or Procurement Director Award

Contractor/Vendor Name (DBA): Cochise Private Industry Council

Project Title/Description:

Youth CareerConnect - Provide Science, Technology, Engineering, and Math (STEM) training.

Purpose:

Develop and implement a two-year Cyber Security program for 11th-grade students enrolled in the Center for Academic Success. The program will be aligned to prepare students for Cochise College Cyber Security Associates of Applied Science program and to address requirements for local information technology (IT) jobs and trends in the wider IT field.

Procurement Method:

Program Goals/Predicted Outcomes:

Support training of 48 youth.

Public Benefit:

Assist economic development efforts by helping to develop a trained and productive labor force that meets regional employers' needs.

Metrics Available to Measure Performance:

Quarterly progress reports and a final program report.

Retroactive:

To: COB- 2-16-17 (1)
jgs. 4

Procure Dept 02/16/17 PM 10:02

Original Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____

Effective Date: _____ Termination Date: _____ Prior Contract Number (Synergen/CMS): _____

Expense Amount: \$ _____ Revenue Amount: \$ _____

Funding Source(s): _____

Cost to Pima County General Fund: _____

Contract is fully or partially funded with Federal Funds? Yes No Not Applicable to Grant Awards

Were insurance or indemnity clauses modified? Yes No Not Applicable to Grant Awards

Vendor is using a Social Security Number? Yes No Not Applicable to Grant Awards

If Yes, attach the required form per Administrative Procedure 22-73.

Amendment Information

Document Type: CT Department Code: CS Contract Number (i.e., 15-123): 14-538

Amendment No.: 3 AMS Version No.: 10 11

Effective Date: Upon execution New Termination Date: 5/31/18

Expense Revenue Increase Decrease Amount This Amendment: \$ N/A

Funding Source(s): United States Department of Labor Employment and Training Administration

Cost to Pima County General Fund: N/A

Contact: Rise Hart

Department: Community Services Telephone: 724-5723

Department Director Signature/Date: Sean M. Lopez, designee 2-13-17

Deputy County Administrator Signature/Date: J. Lee 2/15/2017

County Administrator Signature/Date: C. R. Pulley 2/15/17
(Required for Board Agenda/Addendum Items)

**PIMA COUNTY COMMUNITY SERVICES,
EMPLOYMENT AND TRAINING DEPARTMENT
CONTRACT AMENDMENT**

Program Name: Youth CareerConnect
 Contractor: Cochise Private Industry Council
 900 Carmelita Drive
 Sierra Vista, AZ 85635
 Contract No: CT-CS-14-538
 Amendment No: 03
 Funding: United States Department of Labor
 Employment and Training Administration

CONTRACT

NO. CT-CS-14-538
AMENDMENT NO. 03

This number must appear on all invoices, correspondence and documents pertaining to this contract.

Original Contract Term:	6/01/14 – 5/31/15	Original Contract Amount:	\$525,876.00
Term Prior Amendment:	5/31/17	Prior Amended Amount:	N/A
Term This Amendment:	5/31/18	Amount This Amendment:	N/A
		Revised Contract Amount:	\$525,876.00

Pima County a body politic and corporate of the State of Arizona (“County”) and Cochise Private Industry Council (“Contractor”) have entered into the above referenced contract to implement the Youth CareerConnect program.

AMENDMENT NO. 3

- A. Pima County Board of Supervisors finds that continuing to provide workforce development services for youth and adults in Southern Arizona is in the best interests of the County.
- B. The Youth CareerConnect grant ends September 30, 2018.
- C. County has reviewed Contractor’s performance and finds it satisfactory.
- D. The Parties agree to extend the Contract for the provision of services through May 31, 2018.

NOW, THEREFORE, COUNTY and CONTRACTOR agree to amend the Contract as follows:

1. **ARTICLE I – TERM AND EXTENSIONS**, Paragraph A, is amended follows:

- A. The termination date is changed:
 FROM: May 31, 2017
 TO: May 31, 2018

B. The second sentence is deleted and replaced with the following:

This Contract may be renewed, if necessary, to comport with the terms of the Youth CareerConnect Grant.

2. **ARTICLE IV – INSURANCE** is deleted in its entirety and replaced with the following:

4.1 Contractor will procure and maintain at its own expense insurance policies (the “Required Insurance”) satisfying the below requirements (the “Insurance Requirements”) until all of its obligations under this Contract have been met. The below Insurance Requirements are minimum requirements for this Contract and in no way limit Contractor’s indemnity obligations under this Contract. The County in no way warrants that the required insurance is sufficient to protect the Contractor for liabilities that may arise from or relate to this Contract. If necessary, Contractor may obtain commercial umbrella or excess insurance to satisfy the Insurance Requirements.

4.2 **Insurance Coverages and Limits:**

4.2.1 **Commercial General Liability (CGL):** Occurrence Form covering liability arising from premises, independent contractors, personal injury, bodily injury, broad form contractual liability and products-completed operations with minimum limits not less than \$2,000,000 Each Occurrence and \$2,000,000 General Aggregate.

4.2.2 **Business Automobile Liability:** Coverage for any owned, leased, hired, and/or non-owned autos assigned to or used in the performance of this Contract with minimum limits not less than \$1,000,000 Each Accident.

4.2.3 **Workers’ Compensation (WC) and Employers’ Liability:**

4.2.3.1 Workers’ Compensation with Employers Liability limits of \$1,000,000 each accident and \$1,000,000 each employee – disease. Workers’ Compensation statutory coverage is compulsory for employers of one or more employees.

4.2.3.2 Note: The Workers’ Compensation requirement does not apply if Contractor is exempt under A.R.S. § 23-901, and has executed the appropriate Pima County Sole Proprietor (Independent Contractor) Waiver form.

4.3 **Additional Coverage Requirements:**

4.3.1 **Insurer Financial Ratings:** Coverage must be placed with insurers acceptable to the County with A.M. Best rating of not less than A- VII, unless otherwise approved by the County.

4.3.2 **Additional Insured:** The General Liability policy must be endorsed to include Pima County and all its related special districts, elected officials, officers, agents, employees and volunteers (collectively “County and its Agents”) as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor. The full policy limits and scope of protection must apply to the County and its Agents as an additional insured, even if they exceed the Insurance Requirements.

4.3.3 **Waiver of Subrogation:** Commercial General Liability and Workers’ Compensation coverages must each contain a waiver of subrogation in favor of County and its Agents for losses arising from work performed by or on behalf of the Contractor.

4.3.4 **Primary Insurance:** The Required Insurance policies, with respect to any claims related to this Contract, must be primary and must treat any insurance carried by County as excess and not contributory insurance. The Required Insurance policies may not obligate the County to pay any portion of a Contractor’s deductible or Self Insurance Retention (SIR).

4.3.5 **Subcontractors:** Contractor must either (a) include all subcontractors as additional insureds under its Required Insurance policies, or (b) require each subcontractor to separately meet all Insurance Requirements and verify that each subcontractor has done

so, Contractor must furnish, if requested by County, appropriate insurance certificates for each subcontractor. Contractor must obtain County's approval of any subcontractor request to modify the Insurance Requirements as to that subcontractor.

4.4 Verification of Coverage:

- 4.4.1 Insurer or Broker of Contractor must evidence compliance with the Insurance Requirements by furnishing certificates of insurance executed by a duly authorized representative of each insurer. Each certificate must include:
 - 4.4.1.1 The Pima County tracking number for this Contract, which is shown on the first page of the Contract, and a project description, in the body of the Certificate,
 - 4.4.1.2 A notation of policy deductibles or SIRs relating to the specific policy, and
 - 4.4.1.3 Certificates must specify that the appropriate policies are endorsed to include additional insured and subrogation wavier endorsements for the County and its Agents.
- 4.4.2 Each Required Insurance policy and appropriate endorsements must be in effect not less than fifteen (15) days prior to commencement of work under this Contract. A renewal certificate must be provided to County not less than fifteen (15) days prior to the policy's expiration date to include actual copies of the additional insured and wavier of subrogation endorsements. Failure to maintain the Required Insurance, or to provide evidence of renewal, is a material breach of this Contract.
- 4.4.3 County reserves the right to, at any time, require complete copies of any or all Required Insurance policies.
- 4.4.4 Cancellation Notice: Contractor's insurance policies and endorsements shall not be permitted to expire, be cancelled, suspended or materially changed from the agreed upon Insurance Requirements for any reason without thirty (30) days advance written notice to the County of the policy cancellation, suspension or material change. Contractor must provide written notice to County within two (2) business days of receipt of notice. For cancellation of non-payment, Insurer is to provide County with written notice ten (10) days prior to cancellation of policy.

- 4.5 **Approval and Modifications:** The Pima County Risk Manager may approve a modification of the Insurance Requirements without the necessity of a formal Contract amendment, but the approval must be in writing. Neither the County's failure to obtain a required insurance certificate or endorsement, the County's failure to object to a non-complying insurance certificate or endorsement, or the County's receipt of any other information from the Contractor, its insurance broker(s) and/or insurer(s), constitutes a waiver of any of the Insurance Requirements.

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3. **ARTICLE XXXII – ISRAEL BOYCOTT CERTIFICATION** is added to read:

Contractor hereby certifies that it is not currently engaged in, and will not for the duration of this Agreement engage in, a boycott of Israel as defined by A.R.S. § 35-393.01. Violation of this certification by Contractor may result in action by County up to and including termination of this Agreement.

All other provisions of the Contract, not specifically changed by this Amendment, shall remain in effect and be binding upon the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their duly authorized officers.

PIMA COUNTY

CONTRACTOR

Chair, Board of Supervisors

Vada Jo Phelps

Authorized Signature

Date

2/8/17

Date

ATTEST

VADA JO PHELPS EX, Director

Print Name and title

Clerk of the Board

Date

APPROVED AS TO CONTENT

Sean M. Lopez, designee 2-13-17

Community Services Director Date

APPROVED AS TO FORM

Karen S. Friar

Karen S. Friar
Deputy County Attorney