



BOARD OF SUPERVISORS AGENDA ITEM REPORT  
AWARDS / CONTRACTS / GRANTS

Award  Contract  Grant

Requested Board Meeting Date: 2/7/2023

\* = Mandatory, information must be provided

or Procurement Director Award:

**\*Contractor/Vendor Name/Grantor (DBA):**

SER-Jobs for Progress of Southern Arizona, Inc.

**\*Project Title/Description:**

Work Experience Program Administrator

**\*Purpose:**

Subrecipient will match local area employers with WIOA youth to create an environment with hands-on work experiences, provide a networking system within identified career pathways, and lead youth to employment in in-demand sectors.

Attachment: Contract Number CT-CR-22-148 (Amendment One)

**\*Procurement Method:**

This Subrecipient Agreement is a non-Procurement contract and not subject to Procurement rules.

**\*Program Goals/Predicted Outcomes:**

A minimum of fifty (50) youth will be placed in Work Experience positions which will provide up to 300 hours of hands-on experience for the contract year.

80% of participants will be placed in a job or successfully exit the program.

**\*Public Benefit:**

This project supports Pima County's economic development by helping to develop a trained and productive labor force that meets employers' needs.

**\*Metrics Available to Measure Performance:**

Monthly reports on the number of youth participating in the program, including number placed, number placed into WIB target industries, number completed, number exited, and average wage at placement.

**\*Retroactive:**

Yes. The amendment was sent to subrecipient on 12/2/22 and finalized/signed on 1/11/23. The next available Board of Supervisors' meeting to place the amendment on the Consent Calendar is 2/7/23. The negative impact of not approving this amendment is funds would not be available to the subrecipient to place 50 youth in Work Experience positions.

GMZ approv's  
1/20/23

TO: COB 1-24-2023 (1)  
Vers.: 18  
pgs.: 5

JAN23 23PM0320 PD

THE APPLICABLE SECTION(S) BELOW MUST BE COMPLETED

Click or tap the boxes to enter text. If not applicable, indicate "N/A". Make sure to complete mandatory (\*) fields

Contract / Award Information

Document Type: \_\_\_\_\_ Department Code: \_\_\_\_\_ Contract Number (i.e., 15-123): \_\_\_\_\_
Commencement Date: \_\_\_\_\_ Termination Date: \_\_\_\_\_ Prior Contract Number (Synergen/CMS): \_\_\_\_\_
Expense Amount \$ \_\_\_\_\_ Revenue Amount: \$ \_\_\_\_\_

\*Funding Source(s) required: \_\_\_\_\_

Funding from General Fund? Yes No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_

Contract is fully or partially funded with Federal Funds? Yes No

If Yes, is the Contract to a vendor or subrecipient? \_\_\_\_\_

Were insurance or indemnity clauses modified? Yes No

If Yes, attach Risk's approval.

Vendor is using a Social Security Number? Yes No

If Yes, attach the required form per Administrative Procedure 22-10.

Amendment / Revised Award Information

Document Type: CT Department Code: CR Contract Number (i.e., 15-123): 22-148

Amendment No.: 1 AMS Version No.: 18

Commencement Date: 1/1/23 New Termination Date: 12/31/23

Prior Contract No. (Synergen/CMS): N/A

Expense Revenue Increase Decrease

Amount This Amendment: \$ 359,059

Is there revenue included? Yes No If Yes \$ \_\_\_\_\_

\*Funding Source(s) required: U.S. Department of Labor, Arizona Department of Economic Security WIOA

Funding from General Fund? Yes No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_

Grant/Amendment Information (for grants acceptance and awards)

Award Amendment

Document Type: \_\_\_\_\_ Department Code: \_\_\_\_\_ Grant Number (i.e., 15-123): \_\_\_\_\_

Commencement Date: \_\_\_\_\_ Termination Date: \_\_\_\_\_ Amendment Number: \_\_\_\_\_

Match Amount: \$ \_\_\_\_\_ Revenue Amount: \$ \_\_\_\_\_

\*All Funding Source(s) required: \_\_\_\_\_

\*Match funding from General Fund? Yes No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_

\*Match funding from other sources? Yes No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_

\*Funding Source: \_\_\_\_\_

\*If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?

Contact: Rise Hart

Department: Community & Workforce Development

Telephone: 724-5723

Department Director Signature: [Signature] Date: 1/17/23

Deputy County Administrator Signature: [Signature] Date: 20 Jan 2023

County Administrator Signature: [Signature] Date: 1/23/2023

<b>Pima County Department of Community &amp; Workforce Development</b>	
<b>Project:</b>	Work Experience Program Administrator
<b>Subrecipient:</b>	SER-Jobs for Progress of Southern Arizona, Inc. 40 West 28th Street Tucson, AZ 85713
<b>Contract No.:</b>	CT-CR-22-148
<b>Contract Amendment No.:</b>	One

Original Contract Term:	01/01/22 – 12/31/22	Orig. Contract Amount:	\$343,965.00
Termination Date Prior Amendment:	N/A	Prior Amendments Amount:	N/A
Termination Date This Amendment:	12/31/23	This Amendment Amount:	\$359,059.00
		Revised Total Amount:	\$703,024.00

<b>Unique Entity Identifier:</b> F5A8G7JQ9NW6		<b>SAM Registration Date:</b> 3/3/2022	
<b>Research or Development:</b>		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>Federal or State Contract No.:</b> DI21-002286		<b>Award Date:</b>	2021
<b>Required Match:</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>Match Amount:</b>	
<b>Indirect Cost Rate:</b>	<input type="checkbox"/>	<input type="checkbox"/> NICR	<input type="checkbox"/> de minimis <input checked="" type="checkbox"/> None
<b>Status of Contractor:</b>		<input checked="" type="checkbox"/> Subrecipient	<input type="checkbox"/> Contractor

CFDA	Grant Program	Federal Funding	Pima County Award
17.259	U.S. Department of Labor /Arizona Department of Economic Security Workforce Innovation and Opportunity Act (WIOA) - Youth	\$913,130,000	\$2,994,879

**SUBRECIPIENT AGREEMENT AMENDMENT ONE**

**1. BACKGROUND AND PURPOSE.**

- 1.1. **Background.** On December 21, 2021, Pima County ("County") and SER-Jobs for Progress of Southern Arizona, Inc. ("Subrecipient"), entered into the above-referenced contract to provide work experience for enrolled participants in Pima County's WIOA Title 1-B youth programs.
- 1.2. **Purpose.** As a Subrecipient of these WIOA Youth Program funds, Subrecipient will conduct all activities under this Agreement accordingly. County finds that it is in the best interests of the residents of Pima County to provide an additional year of work experience for youth.

**2. TERM AND AMENDMENTS, SECTION 2.** Pursuant to Paragraph 2.1, County exercises the first available extension option. The commencement date for this Amendment No. 1 is January 1, 2023. This Agreement will terminate on December 31, 2023.

**3. COMPENSATION AND PAYMENT, SECTION 4.** Paragraph 4.1 is amended to increase "the Maximum Allocated Amount" from \$343,965.00 to \$703,024.

**4. FORCED LABOR OF ETHNIC UYGHURS.** Pursuant to A.R.S. § 35-394, if Subrecipient engages in for-profit activity and has 10 or more employees, Subrecipient certifies it is not currently using, and agrees for the duration of this Subaward to not use (1) the forced labor of ethnic Uyghurs in the

People's Republic of China; (2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and (3) any subrecipients, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If Subrecipient becomes aware during the term of the Subaward that the Company is not in compliance with A.R.S. § 35-394, Subrecipient must notify the County within five business days and provide a written certification to County regarding compliance within one hundred eighty days.

## 5. LAWS AND REGULATIONS

5.1. **SECTION 7.4** is amended, adding as follows: Subrecipient warrants that funds provided for personnel employed in the administration of the activities funded under this Agreement will not be used for these additional activities:

- 5.1.1. Pursuant to P.L. 116-260, Division H, Section 503, no funds under this grant award may be used for (other than normal executive-legislative relationships) publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat legislation pending before the Congress or any state or local legislature or legislative body, except in presentation to the Congress or any state or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any state or local government, except in presentation to the executive branch of any state or local government itself.
- 5.1.2. Activities in contravention of 5 U.S.C. 522a (the Privacy Act) or regulations implementing the Privacy Act.
- 5.1.3. Prohibition on contracting with corporations with felony criminal convictions.
- 5.1.4. Prohibition on contracting with corporations with unpaid tax liabilities.
- 5.1.5. Prohibition on procuring goods obtained through child labor, P.L. 116-260, Division H, Title I, Section 103.
- 5.1.6. Prohibition on providing federal funds to Association of Community Organizations for Reform Now (ACORN), P.L. 116-260, Division H, Title V, Section 521.
- 5.1.7. No Federal funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, or exchanging of pornography, P.L. 116-260, Division H, Title V, Section 520.
- 5.1.8. Health benefits coverage for abortions, P.L. 116-260, Division H, Title V, Sections 506 and 507.
- 5.1.9. Sterile needles or syringes, P.L. 116-260, Division H, Title V, Section 527.
- 5.1.10. Promotion of drug legalization, P.L. 116-260, Division H, Title V, Section 509.
- 5.1.11. Salary and bonus, either as direct or indirect costs, at a rate in excess of Executive Level II, P.L. 116-260, Division H, Title I, Section 105.

5.2. **SECTION 7.5** is amended, adding as follows:

- 5.2.1. P.L. 116-260, Division H, Title V, Section 505 when issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money.

- 5.2.2. Strong encouragement to provide subcontract/subgrant opportunities to Historically Black Colleges and Universities (Executive Order 12928);
- 5.2.3. Increasing Seat Belt Use in the United States (Executive Order 13043);
- 5.2.4. Debarment and Suspension (2 CFR Part 180, 2 CFR 200.214, Executive Orders 12549 & 12689);
- 5.2.5. Improving Access to Services for Persons with Limited English Proficiency (Executive Order 13166);
- 5.2.6. Federal Leadership on Reducing Text Messages While Driving (Executive Order 13513);
- 5.2.7. Ensuring the Future is Made in America by All of America's Workers (Executive Order 14005);
- 5.2.8. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)
- 5.2.9. Clean Air Act, 42 U.S.C. § 7401 et seq. (as amended)
- 5.2.10. Federal Water Pollution Control Act, 33 U.S.C. 1251; 2 CFR Appendix II(G)

**6. FAIR LABOR STANDARDS AMENDMENT FOR MAJOR DISASTERS.** Pursuant to P.L. 116-260, Division H, Title I, Section 108, the Fair Labor Standards Act of 1938 (FLSA) will apply as if the following language was added to Section 7 (the Maximum Hours Worked Section). This language specifically relates to occurrences of a major disaster (as declared or designated by the state or federal government) and are applies for a period of two years afterward. The language is as follows:

- 6.1. "(s)(1) The provisions of this section (maximum hours worked) shall not apply for the period of 2 years after the occurrence of a major disaster to any employee—
- 6.2. Employed to adjust or evaluate claims resulting from or relating to such major disaster, by an employer not engaged, directly or through an affiliate, in underwriting, selling, or marketing property, casualty, or liability insurance policies or contracts.
- 6.3. Who receives from such employer average weekly compensation of not less than \$591.00 per week or any minimum weekly amount established by the Secretary, which is greater, for the number of weeks such employee is engaged in any of the activities described in subparagraph (C); and (C) whose duties include any of the following:
  - 6.3.1. Interviewing insured individuals, individuals who suffered injuries or other damages or losses arising from or relating to a disaster, witnesses, or physicians;
  - 6.3.2. Inspecting property damage or reviewing factual information to prepare damage estimates;
  - 6.3.3. Evaluating and making recommendations regarding coverage or compensability of claims or determining liability or value aspects of claims;
  - 6.3.4. Negotiating settlements; or
  - 6.3.5. Making recommendations regarding litigation.
- 6.4. The exemption in this subsection shall not affect the exemption provided by section 13(a)(1) [of the FLSA].
- 6.5. For purposes of this subsection-

- 6.5.1. The term "major disaster" means any disaster or catastrophe declared or designated by any State or Federal agency or department;
- 6.5.2. The term "employee employed to adjust or evaluate claims resulting from or relating to such major disaster" means an individual who timely secured or secures a license required by applicable law to engage in and perform the activities described in clauses (i) through (v) of paragraph (1)(C) relating to a major disaster, and is employed by an employer that maintains worker compensation insurance or protection for its employees, if required by applicable law, and withholds applicable Federal, State, and local income and payroll taxes from the wages, salaries, and any benefits of such employees; and (C) the term "affiliate" means a company that, by reason of ownership or control of 25% or more of the outstanding share of any class of voting securities of one or more companies, directly or indirectly, controls, is controlled by, or is under common control with, another company.

**7. EXHIBIT A – SCOPE OF WORK** is amended as follows:

- 7.1. **PROGRAM ADMINISTRATOR ("PA") ACTIVITIES, SECTION 5** is amended as follows:
  - 7.1.1. The subsections to paragraph 5.4 are revised from incorrectly beginning with 5.3 to 5.4.
  - 7.1.2. Paragraph 5.4 General is revised to paragraph 5.5 General.
  - 7.1.3. Paragraph 5.4.10.1 is amended to increase the wage from minimum to \$15.75.
- 7.2. **OUTCOMES, SECTION 7**, Paragraph 7.2 is amended to increase the target wage at placement to \$15.75 per hour or greater.
- 7.3. **BUDGET, SECTION 8**. The table is deleted in its entirety and replaced with the following budget for 1/1/23 to 12/31/23. Subrecipient has elected not to collect indirect costs.

<b>Budget category</b>	<b>TOTAL</b>
<b>Personnel &amp; Fringe</b>	\$89,360.00
<b>Staff Development</b>	\$450.00
<b>Professional &amp; Outside Services</b>	\$1,326.00
<b>Materials &amp; Supplies</b>	\$2,214.00
<b>Travel</b>	\$3,471.00
<b>Other: Participant Wages &amp; Fringe</b>	\$262,238.00
<b>Total Direct Costs</b>	\$359,059.00
<b>Total Indirect Costs</b>	\$0
<b>TOTAL BUDGET</b>	359,059.00

**SIGNATURE PAGE TO FOLLOW**

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All other provisions of this Agreement, not specifically changed by this amendment, will remain in effect and be binding upon the parties.

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IN WITNESS WHEREOF, the parties do hereby affix their signatures and do hereby agree to carry out the terms of this Amendment and of the original Contract cited herein:

**PIMA COUNTY**

\_\_\_\_\_  
Adelita Grijalva  
Chair, Board of Supervisors

\_\_\_\_\_  
Date

**ATTEST**

\_\_\_\_\_  
Clerk, Board of Supervisors

**SUBRECIPIENT**

  
\_\_\_\_\_  
Authorized Officer Signature

ERNEST URIBE

\_\_\_\_\_  
Please print name

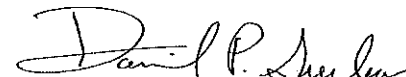
DIRECTOR

\_\_\_\_\_  
Title


11 JAN 2023

\_\_\_\_\_  
Date

**APPROVED AS TO CONTENT**

  
\_\_\_\_\_  
Daniel Sullivan, Director or designee  
Community & Workforce Development

**APPROVED AS TO FORM**

  
\_\_\_\_\_  
Kyle Johnson, Deputy County Attorney