



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):**

Tucson Youth Development, 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-22-147 (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 sixty-five (65) 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 1/13/23. Additionally, Tucson Youth Development, Inc. is closed for winter break during the holidays for two weeks (December 19, 2022 – January 2, 2023). 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 65 youth in Work Experience positions.

GMI approvals
1/20/23 (signature)
TO: COB 1-24-23 (signature)
Vers.: 10
Pgs.: 4

JAN23 23PM 0320 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): 22-147

Amendment No.: 1 AMS Version No.: 10

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: \$ 406,517.02

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: 1/13/23

Deputy County Administrator Signature: [Signature] Date: 2/3 Jan 2023

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

Pima County Department of Community & Workforce Development	
Project:	Work Experience Program Administrator
Subrecipient:	Tucson Youth Development, Inc. 1901 N. Stone Avenue Tucson, AZ 85705
Contract No.:	CT-CR-22-147
Contract Amendment No.:	One (1)

Original Contract Term:	01/01/22 – 12/31/22	Orig. Contract Amount:	\$402,565.23
Termination Date Prior Amendment:	N/A	Prior Amendments Amount:	N/A
Termination Date This Amendment:	12/31/23	This Amendment Amount:	\$406,517.02
		Revised Total Amount:	\$809,082.25

Unique Entity Identifier: NLW3JWQYME45		SAM Registration Date:	
Research or Development:		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Federal or State Contract No.: DI21-002286		Award Date:	2021
Required Match:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Match Amount:	
Indirect Cost Rate:	<input type="checkbox"/>	<input type="checkbox"/> NICR	<input type="checkbox"/> de minimis <input checked="" type="checkbox"/> None
Status of Contractor:		<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

1. BACKGROUND AND PURPOSE.

- 1.1. **Background.** On December 21, 2021, Pima County ("County") and Tucson Youth Development, 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. If the commencement date is before the signature date of the last party to execute this Amendment, the parties will, for all purposes, deem the Amendment to have been in effect as of the commencement date.

- 3. COMPENSATION AND PAYMENT, SECTION 4.** Paragraph 4.1 is amended to increase "the Maximum Allocated Amount" from \$402,565.23 to \$809,082.25.

- 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. Contracting with corporations with felony criminal convictions.
- 5.1.4. Contracting with corporations with unpaid tax liabilities.
- 5.1.5. Procuring goods obtained through child labor, P.L. 116-260, Division H, Title I, Section 103.
- 5.1.6. 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. Improving Access to Services for Persons with Limited English Proficiency (Executive Order 13166);
- 5.2.5. Federal Leadership on Reducing Text Messages While Driving (Executive Order 13513);
- 5.2.6. Ensuring the Future is Made in America by All of America's Workers (Executive Order 14005);
- 5.2.7. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended);
- 5.2.8. Clean Air Act, 42 U.S.C. § 7401 et seq. (as amended); and
- 5.2.9. Federal Water Pollution Control Act, 33 U.S.C. 1251; 2 CFR Appendix II(G).

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

- 6.1. **PROGRAM ADMINISTRATOR (“PA”) ACTIVITIES, SECTION 5**, Paragraph 5.4.10.1 is amended to increase the wage from minimum to \$15.75.
- 6.2. **OUTCOMES, SECTION 7**, Paragraph 7.2 is amended to increase the target wage at placement to \$15.75 per hour or greater.
- 6.3. **BUDGET, SECTION 8**. The table is deleted in its entirety and replaced with the following budget for 1/1/23 to 12/31/23:

	Direct Cost	Indirect Cost (10% de minimis)
Personnel & Fringe	\$60,234.89	\$6,023.49
Materials & Supplies	\$1,114.67	\$111.47
Communication (cell phone service)	\$1,320.00	\$132.00
Travel	\$2,000.00	\$200.00
Other: Participant Wages & Fringe	\$335,380.50 (excluded from MTDC)	\$0
	Total Direct Costs	\$400,050.06
	Modified Total Direct Costs (MTDC)	\$64,669.56
	Indirect Costs	\$6,466.96
	TOTAL BUDGET (Total Direct Costs + Total Indirect Costs)	\$406,517.02

SIGNATURE PAGE TO FOLLOW

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

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

APPROVED AS TO CONTENT



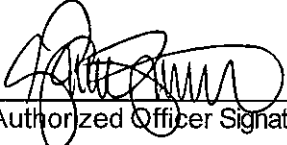
Daniel Sullivan, Director or designee
Community & Workforce Development

APPROVED AS TO FORM



Kyle Johnson, Deputy County Attorney

SUBRECIPIENT



Authorized Officer Signature

Dr. Michael Olguin

Please print name

Executive Director

Title

01/13/2023

Date