



Contract Number: CT-CED-14*030-01
 Effective Date: 7-1-14
 Term Date: 6-30-15
 Cost: \$30,000.-
 Revenue: _____
 Total: _____ NTE: _____
 Action
 Renewal By: _____
 Term: 4-1-15
 Reviewed by: [Signature] 6-30-15

BOARD OF SUPERVISORS AGENDA ITEM SUMMARY

Requested Board Meeting Date: August 05, 2014

ITEM SUMMARY, JUSTIFICATION &/or SPECIAL CONSIDERATIONS:

Requesting approval of a Professional Services Contract Amendment # 1 with Mr. Gabe Loyola in the amount of \$30,000.00 for Technical Assistance, Consultation, Facilitation, Coordination and Marketing Services in Community, Economic and Workforce Development.

CONTRACT NUMBER (If applicable): CT #14*030 AMENDMENT #1

STAFF RECOMMENDATION(S):

Approval of Professional Services Contract Amendment for Mr. Gabe Loyola to provide Technical Assistance, Consultation, Facilitation, Coordination and Marketing Services.

Procure Dept 07/17/14 PM03:09

CORPORATE HEADQUARTERS: Pima County - Tucson, Arizona

Page 1 of 2

Ver. 2
 Vendor - 1
 Pgs. 3

To: CoB - 7-23-14
 Agenda - 8-5-14
 (1)

CLERK OF BOARD USE ONLY: BOS MTG. _____

ITEM NO. _____

PIMA COUNTY COST: \$30,000.00 and/or REVENUE TO PIMA COUNTY: \$

FUNDING SOURCE(S): General Fund – Community & Economic Development Administration
(i.e. General Fund, State Grant Fund, Federal Fund, Stadium D. Fund, etc.)

Advertised Public Hearing:

		YES	X	NO
--	--	-----	---	----

Board of Supervisors District:

1		2		3		4		5		All	x
---	--	---	--	---	--	---	--	---	--	-----	---

IMPACT:

IF APPROVED:

Mr. Gabe Loyola will continue to provide Technical Assistance, Consultation, Facilitation, Coordination and Marketing Services in Community, Economic and Workforce Development.

IF DENIED:

Pima County will miss the opportunity to have Mr. Gabe Loyola continue to provide Technical Assistance, Consultation, Facilitation, Coordination and Marketing Services in Community, Economic and Workforce Development.

DEPARTMENT NAME: Community & Economic Development Administration

CONTACT PERSON: Celina Cuaron for Hank Atha TELEPHONE NO.: 724-8228/724-3992

PIMA COUNTY DEPARTMENT OF COMMUNITY & ECONOMIC DEVELOPMENT ADMINISTRATION

PROJECT: Community & Economic Development
Technical Assistance, Consultation, Facilitation,
Coordination and Marketing Service

CONTRACTOR: Jose Gabriel Loyola

Amendment No. One (1)

CONTRACT

NO. CT-CEd-1400000000000000030

AMENDMENT NO. 01

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

Original Contract Term: 2/1/2013 – 6/30/2014
Term this amendment: 6/30/2015

Original Contract Amount: \$ 40,000.00
Amount this Amendment: \$ 30,000.00
New Contract Amount: \$ 70,000.00

THIS CONTRACT Amendment is entered into by and between Pima County, a body politic and corporate of the State of Arizona ("COUNTY") and Jose Gabriel Loyola ("CONTRACTOR").

WITNESSETH

WHEREAS, the parties entered into the above Contract for consultation, facilitation, coordination and marketing service in Community, Economic and Workforce Development; and

WHEREAS, the Pima County Board of Supervisors finds that it is in the best interests of the residents of Pima County to continue to obtain such services; and

WHEREAS, COUNTY has reviewed CONTRACTOR's performance and finds it satisfactory; and

WHEREAS, Article 1, Paragraph B allows for the extension of the Contract.

NOW, THEREFORE, the parties agree to amend the Contract as follows:

I. Article I – TERM AND EXTENSION/RENEWAL/CHANGES is amended as follows:

A. Paragraph A is amended to change the termination date:

FROM: June 30, 2014
TO: June 30, 2015

B. Paragraph B is amended to change the available renewal periods:

FROM: an additional forty-four (44) months in one-year periods or any portion thereof
TO: an additional thirty-two (32) months in one-year periods or any portion thereof

II. Article II – PAYMENT, Paragraph B is amended to increase the not-to-exceed amount:

FROM: \$40,000.00
TO: \$70,000.00

III. Article III – SCOPE OF SERVICES is amended as follows:

A. Paragraph B the introductory paragraph is deleted in its entirety and replaced with the following:

The Deputy County Administrator for Community and Economic Development or his designee may specify and schedule the services to be provided by CONTRACTOR. During the term of this Contract, CONTRACTOR may be required to provide any or all of the following services:

B. Subparagraph B(3)(e) is deleted in its entirety and replaced with the following:

Identifying funding and other outside resources that respond to community issues;

C. Subparagraph B(4)(f) is deleted in its entirety and replaced with the following:

Legislative, regulatory and procedural changes and impact on County departments and program strategies; and

D. Subparagraph B(4)(g) is added to read:

Attend workforce, economic development and social service policy meetings and analyze and report impact on County program and communities.

E. Subparagraph B(5) is deleted in its entirety and replaced with the following:

5. Developing program strategies and resources. Activities include, but are not limited to:

- a. Anticipating, analyzing and responding to changes in federal legislation and in local and state development programs;
- b. Helping County departments and communities to understand state and federal changes and the impact on the programs and communities;
- c. Collecting and analyzing program performance data;
- d. Locating fund sources and developing program strategies that compete for the available resources; and
- e. Writing grant applications and modifications.

F. Subparagraph B(6)(c) is deleted in its entirety and replaced with the following:

Designing and conducting surveys, interviews, testing and other data collection methods.

IV. Article XV – TERMINATION OF CONTRACT FOR DEFAULT and Article XVI – TERMINATION FOR CONVENIENCE are deleted in their entirety and replaced with the following:

ARTICLE XV -- TERMINATION/SUSPENSION

- A. Termination for Convenience: County reserves the right to terminate this Contract at any time and without cause by serving upon Contractor 30 days advance written notice of such intent to terminate. In the event of such termination, the County's only obligation to Contractor shall be payment for services rendered prior to the date of termination.
- B. Insufficient Funds: Notwithstanding Paragraph A above, if any state or federal grant monies used to pay for performance under this Contract are either reduced or withdrawn, County shall have the right to either reduce the services to be provided and the total dollar amount payable under this Contract or terminate the Contract. To the extent possible, County will

endeavor to provide fifteen (15) days written notice of such reduction or termination. In the event of a reduction in the amount payable, County shall not be liable to Contractor for more than the reduced amount. In the event of a termination under this paragraph, County's only obligation to Contractor shall be payment for services rendered prior to the date of termination to the extent that grant funds are available.

- C. Termination for Cause: This Contract may be terminated at any time without advance notice and without further obligation to the County when the Contractor is found by County to be in default of any provision of this Contract.
- D. Non-Appropriation: Notwithstanding any other provision in this Contract, this Contract may be terminated if for any reason, there are not sufficient appropriated and available monies for the purpose of maintaining County or other public entity obligations under this Contract. In the event of such termination, County shall have no further obligation to Contractor, other than for services rendered prior to termination.
- E. Suspension: County reserves the right to suspend Contractor's performance and payments under this Contract immediately upon notice delivered to contractor's designated agent in order to investigate Contractor's activities and compliance with this Contract. In the event of an investigation by County, Contractor shall cooperate fully and provide all requested information and documentation. At the conclusion of the investigation, or within forty-five (45) days, whichever is sooner, Contractor will be notified in writing that the contract will be immediately terminated or that performance may be resumed.

V. All remaining articles are re-numbered to conform due to the deletion of Article XVI.

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

This amendment is effective July 1, 2014.

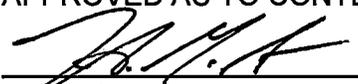
PIMA COUNTY

Chair, Board of Supervisors Date

ATTEST:

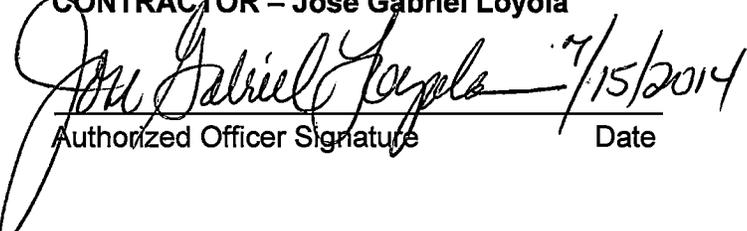
Clerk of the Board Date

APPROVED AS TO CONTENT:

 7-9-14

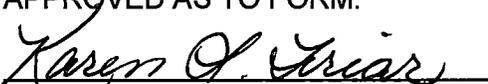
Hank Atha
Deputy County Administrator for
Community & Economic Development

CONTRACTOR – Jose Gabriel Loyola

 7/15/2014

Authorized Officer Signature Date

APPROVED AS TO FORM:



Karen S. Friar, Deputy County Attorney