



## BOARD OF SUPERVISORS AGENDA ITEM REPORT AWARDS / CONTRACTS / GRANTS

☐ Award ☐ Contract ☒ Grant

Requested Board Meeting Date: September 6, 2022

\* = Mandatory, information must be provided

or Procurement Director Award: ☐

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

City of Tucson

**\*Project Title/Description:**

Summer Youth Program

**\*Purpose:**

City of Tucson wishes to partner with Pima County to fund the Summer Youth Program with American Rescue Plan Act Coronavirus State and Local Fiscal Recovery (ARPA SLFRF) funds, under City of Tucson's Revenue Reduction Allowance, which has more flexibility. The program provides internship opportunities for youths ages 14-21 providing them with real-world work experience over the summer, in roles including administrative support, clerk, child care aide, recreation aide, library page, patient care technician, and more.

**\*Procurement Method:**

Not applicable

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

To provide 58 accepted applicants with internship roles with the City of Tucson.

**\*Public Benefit:**

Pima County Summer Youth Program gives youth career skills and helps get them ready for college.

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

Numbers of youth employed in Pima County Summer Youth Program internships.

**\*Retroactive:**

Yes. Speed factors made it necessary for the City to move quickly in order to put the program in place as soon as possible in order to begin in June. The proposed start date of May 1 would allow the County to be reimbursed for costs for the full summer period.

Approved by GNT  
AK 8/15/22

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: \_\_\_\_\_ Department Code: \_\_\_\_\_ Contract Number (i.e., 15-123): \_\_\_\_\_  
Amendment No.: \_\_\_\_\_ AMS Version No.: \_\_\_\_\_  
Commencement Date: \_\_\_\_\_ New Termination Date: \_\_\_\_\_  
Prior Contract No. (Synergen/CMS): \_\_\_\_\_

☐ Expense ☐ Revenue ☐ Increase ☐ Decrease

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

Amount This Amendment: \$ \_\_\_\_\_

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

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

**Grant/Amendment Information** (for grants acceptance and awards)

☒ Award ☐ Amendment

Document Type: GTAW Department Code: GMI Grant Number (i.e., 15-123): 23\*013  
Commencement Date: May 1, 2022 Termination Date: September 30, 2022 Amendment Number: \_\_\_\_\_  
☐ Match Amount: \$ n/a ☒ Revenue Amount: \$ 300,000.00

\*All Funding Source(s) required: U.S. Treasury American Rescue Plan Act Coronavirus State and Local Fiscal Recovery Funds City of Tucson Revenue Reduction Allowance

\*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)?  
Federal Funds are being processed through City of Tucson.

Contact: Regina Kelly

Department: Grants Management and Innovation

Telephone: (520) 724-6679

Department Director Signature: \_\_\_\_\_ Date: 8/15/22

Deputy County Administrator Signature: \_\_\_\_\_ Date: 8/15/22

County Administrator Signature: \_\_\_\_\_ Date: 8/16/22

ADOPTED BY THE  
MAYOR AND COUNCIL

July 12, 2022

RESOLUTION NO. 23485

RELATING TO OUTSIDE AGENCY ACTIVITIES; AUTHORIZING AND APPROVING AN INTERGOVERNMENTAL AGREEMENT (IGA) TO PROVIDE SUMMER YOUTH PROGRAM INTERNS BETWEEN THE CITY OF TUCSON (CITY) AND PIMA COUNTY FOR FISCAL YEAR 2022/23 (FY22/23); AND DECLARING AN EMERGENCY.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF TUCSON, ARIZONA, AS FOLLOWS:

SECTION 1. The IGA with Pima County for the City to assist with placement of Summer Youth Program Interns, by using up to \$300,000 of the City's American Rescue Plan Act (ARPA) Coronavirus State and Local Fiscal Recovery Funds (SLFRF) to reimburse the County for the cost of providing assigned Interns during FY22/23, attached hereto as Exhibit A (Agreement), is approved.

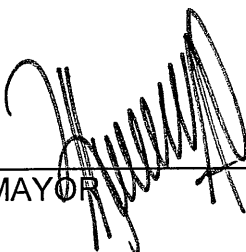
SECTION 2. The Mayor is authorized and directed to execute the Agreement on behalf of the City, and the City Clerk is authorized and directed to attest to the same.

SECTION 3. The various City officers and employees are authorized and directed to perform all acts necessary or desirable to give effect to this Resolution.

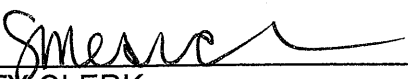
SECTION 4. WHEREAS, it is necessary for the preservation for the peace, health and safety of the City of Tucson that this Resolution become immediately effective,

an emergency is hereby declared to exist, and this Resolution shall be effective immediately upon its passage and adoption.

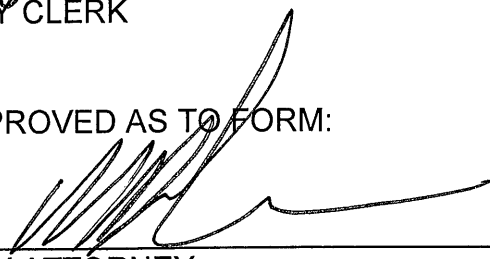
PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Tucson, Arizona, July 12, 2022

  
MAYOR

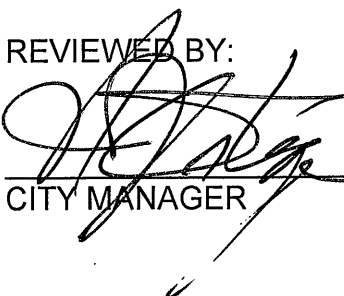
ATTEST

  
CITY CLERK

APPROVED AS TO FORM:

  
CITY ATTORNEY

REVIEWED BY:

  
CITY MANAGER

RN:ct  
6/23/22

**Intergovernmental Agreement**  
**between**  
**Pima County and the City of Tucson**  
**for**  
**Placement of Participants in County Summer Youth Program**

This Intergovernmental Agreement (this “**Agreement**” or “**IGA**”) is entered into by and between Pima County, a body politic and corporate of the State of Arizona (“**County**”) and the City of Tucson, Arizona, a municipal corporation and charter city (“**City**” or “**Tucson**”), pursuant to A.R.S. § 11-952.

**1. Background and Purpose.**

- 1.1. County and City may contract for services and enter into agreements with one another for joint or cooperative action pursuant to A.R.S. § 11-951, et seq. City and County also have the authority to engage in economic development activities under A.R.S. §§ 9-500.11 and 11-254.04, including by providing youth job training and employment opportunities.
- 1.2. On March 11, 2021, the American Rescue Plan Act (ARPA) was signed into law. ARPA authorized the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) program, Assistance Listing and Catalog of Federal Domestic Assistance number 21.027.
- 1.3. City has received ARPA SLFRF program funding, a portion of which (the “**Revenue Reduction Funds**”) can be used under 31 CFR § 35.6(d) to fund the City’s provision of government services, including expenditures for economic development.
- 1.4. County operates a Summer Youth Program (the “**Program**”) that provides internship opportunities for youths ages 14 to 21 providing them with real-world work experience over the summer.
- 1.5. County’s online application process has been completed. Over 1,200 applications were received, and 691 applicants have been selected to participate in the program.
- 1.6. The Program is divided into 2 sessions. The first is from June 6, 2022, to June 30, 2022. The second is July 5, 2022, to July 29, 2022. Program participants will work approximately 30 hours per week and will be paid by County at the rate of \$15.75 per hour.
- 1.7. City wishes to assist with the Program by accepting placement of Program recipients with City (“**Assigned Interns**”) and using a portion of its ARPA SLFRF Revenue Reduction to reimburse the County for the cost of providing Assigned Interns.

2. **Term.** The Term of this Agreement will commence on May 1, 2022 and will terminate on September 30, 2022. If the commencement date is before the date that this Agreement is fully approved and executed by the parties, it will nevertheless be deemed to have been effective as of the commencement date.

3. **City Responsibilities.** City will:

- 3.1. Identify intern opportunities within the City government and will convey that information, along with a description of expected job duties, to County.
- 3.2. Help County match Program participants to intern positions.
- 3.3. Cause supervisors of Assigned Interns to complete intern worksheets, provide work assignments, and fill out an evaluation for each Assigned Intern at the end of the Assigned Intern's assignment.
- 3.4. Train the Assigned Interns regarding job responsibilities as well as City policies and procedures and supervise their job performance.
- 3.5. Provide safe and appropriate workspaces and equipment necessary for the Assigned Interns to perform their duties.
- 3.6. Ensure that supervisors have any necessary clearance to work with youth under the age of 18 and has time to actively supervise the Assigned Interns' performance.
- 3.7. Notify County promptly if an Assigned Intern's performance is unsatisfactory, their behavior is disruptive or detrimental to the function of the office to which they have been assigned, or they violate any City policies or procedures. County will immediately withdraw the Assigned Intern upon receipt of such notice.
- 3.8. Provide and/or facilitate emergency care for Assigned Interns, but City is not responsible for the cost of such care.
- 3.9. Based on monthly invoices from County, reimburse County up to a maximum amount of \$300,000 for the cost of providing the Assigned Interns, including the wages paid, other documented direct employee-related expenses, and a 10% administrative fee to cover indirect costs of administration ("**Reimbursable Costs**"). If City advances any funds to County, County will reconcile the amount advanced against Reimbursable Costs and, within 60 days after the Program ends, refund to City any excess amounts.

4. **County Responsibilities.** County will

- 4.1. Employ and pay the Assigned Interns.
- 4.2. Ensure that each Assigned Intern meets program criteria.
- 4.3. With City's assistance, match Program participants to intern positions with City.
- 4.4. On-board Assigned Interns by training them about the Program requirements and protocols and ensuring that they understand their responsibilities as described in the Intern Responsibility Statement that is attached as **Exhibit A** and sign the form.
- 4.5. Ensure that liability for negligent and wrongful acts of Assigned Interns, as County employees, are covered by the County's self-insurance program.

- 4.6. **Invoice City for Reimbursable Costs.** Invoices must be itemized in a manner reasonably satisfactory to City.
5. **Termination:** Either party may terminate this IGA by providing written notice of termination to the other party. The termination will be effective on the date that is 180 days after the date of the notice. If any monetary payments are owed by one of the parties to the other at the time of termination, all amounts must be invoiced and paid no later than 60 days after the effective date of the termination.
  6. **Disposal of Property.** Upon the termination of this IGA, all property involved will revert back to the owner. Termination will not relieve any party from liabilities or costs already incurred under this IGA, nor affect any ownership of property pursuant to this IGA.
  7. **Indemnification.** Each party (as Indemnitor) agrees to indemnify, defend and hold harmless the other party (as Indemnitee) from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") for bodily injury of any person (including death) or property damage, but only to the extent that such injury or damage is caused or alleged to be caused by a negligent or intentionally wrongful act or omission of the Indemnitor, or of any of its officers, officials, agents, employees, or volunteers.
  8. **Insurance.** Each party is aware of the other party's self-insured status and agrees to maintain at its own expense, during the entire term of this IGA, any required insurance to satisfy financial responsibility associated with claims, including attorney fees outlined in section 7, above.
  9. **Compliance with Laws.** The parties will comply with all federal, state and local laws, rules, regulations, standards and Executive Orders. The laws and regulations of the State of Arizona will govern the rights of the parties, the performance of this IGA and any disputes. Any action relating to this IGA will be brought in a court in Pima County.
  10. **Non-Discrimination.** The parties will not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin in the course of carrying out their duties under this IGA. The parties will comply with the provisions of Executive Order 75-5, as amended by Executive Order 2009-09, which is incorporated into this IGA by reference.
  11. **ADA.** The parties will comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.
  12. **Severability.** If any provision of this IGA, or any application of a provision to the parties or any person or circumstance, is found by a court to be invalid, that invalidity will not affect other provisions or applications of this IGA that can be given effect without the invalid provision or application.
  13. **Conflict of Interest.** This contract is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated herein by reference.

14. **Non-Appropriation.** Notwithstanding any other provision in this IGA, this IGA may be terminated if for any reason the Pima County Board of Supervisors or the Tucson City Council does not appropriate sufficient monies for the purpose of maintaining this IGA. In the event of such cancellation, the parties will have no further obligations under this IGA other than for payment for services rendered prior to cancellation.
15. **Legal Authority.** Neither party warrants to the other its legal authority to enter into this IGA. If a court, at the request of a third person, should declare that either party lacks authority to enter into this IGA, or any part of it, then the IGA, or parts of it affected by such order, will be null and void, and no recovery may be had by either party against the other for lack of performance or otherwise.
16. **Worker's Compensation.** Each party will comply with the notice of A.R.S. § 23-1022 (E). For purposes of A.R.S. § 23-1022, irrespective of the operations protocol in place, each party is solely responsible for the payment of Worker's Compensation benefits for its employees.
17. **No Joint Venture.** It is not intended by this IGA to, and nothing contained in this IGA will be construed to, create any partnership, joint venture or employment relationship between the parties or create any employer-employee relationship between a party and the employees of the other party. Neither party will be liable for any debts, accounts, obligations or other liabilities whatsoever of the other, including (without limitation) the other party's obligation to withhold Social Security and income taxes for itself or any of its employees.
18. **No Third-Party Beneficiaries.** Nothing in this IGA is intended to create duties or obligations to or rights in third parties not parties to this IGA or affect the legal liability of either party to the IGA by imposing any standard of care with respect to the maintenance of public facilities different from the standard of care imposed by law.
19. **Counterparts.** This IGA may be executed in counterparts, each of which, when taken together, will constitute one original contract.
20. **Notice.** Any notice required or permitted to be given under this IGA must be in writing and served by delivery or by certified mail upon the other party as follows (or at such other address as may be identified by a party in writing to the other party):

County:

City:

Daphanie Conner, Youth Division  
Manager  
320 N. Commerce Park Loop, 2nd  
Floor  
Tucson, AZ 85745

Johanna Hernandez, Deputy Director  
Business Services  
255 W Alameda, 4<sup>th</sup> Floor  
Tucson, AZ 85701



21. **Entire Agreement.** This document, and any exhibits attached to it, constitutes the entire agreement between the parties pertaining to the subject matter addressed, and all prior or contemporaneous agreements and understandings, oral or written, are superseded and merged into this IGA. This IGA may not be modified, amended, altered or extended except through a written amendment signed by the parties.

**PIMA COUNTY:**

\_\_\_\_\_  
Chair  
Board of Supervisors

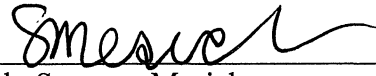
ATTEST:

\_\_\_\_\_  
Clerk of the Board

**CITY OF TUCSON**

  
\_\_\_\_\_  
Mayor, Regina Romero

ATTEST:

  
\_\_\_\_\_  
City Clerk, Suzanne Mesich

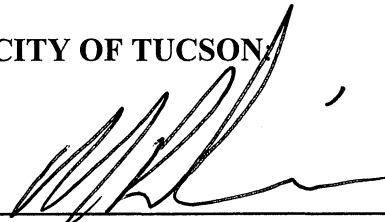
### **Intergovernmental Agreement Determination**

The foregoing Intergovernmental Agreement between Pima County and the City of Tucson has been reviewed by the undersigned, each of whom has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the party they represent.

**PIMA COUNTY:**

  
\_\_\_\_\_  
Deputy County Attorney

**CITY OF TUCSON:**

  
\_\_\_\_\_  
City Attorney

## **EXHIBIT A**

### **INTERN RESPONSIBILITY STATEMENT**

This Acknowledgment is made by the Intern identified below to acknowledge certain duties and responsibilities with regard to his/her participation in an internship experience at the City of Tucson ("City").

#### **Duties and Responsibilities of Intern**

1. The Intern will comply with all applicable policies, procedures, and rules of City.
2. The Intern will participate in orientation, required mandatory education, and skill training as required by City.
3. The Intern will demonstrate professional behavior appropriate to the environment, including adhering to professional dress code.
4. The Intern will at all times conduct himself/herself, both at the City and outside normal business hours, in a personally and professionally ethical manner.
5. The Intern will make appropriate arrangements for transportation and be responsible for getting to and from the City facility to which Intern is assigned.
6. The Intern understands and agrees that their participation will be as an Intern and they will not be an employee of City for any purpose and will receive no compensation or benefits as a Intern.
7. The Intern will conform to the assigned work schedule.

**I have read and understand this acknowledgment and agree to abide by its terms and conditions:**

**D. Intern Name:** \_\_\_\_\_  
(Please type or print)

\_\_\_\_\_  
E. Intern Signature

\_\_\_\_\_  
Date