



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

Requested Board Meeting Date: 9/6/16

or Procurement Director Award ☐

Contractor/Vendor Name (DBA): City of Tucson

Project Title/Description:

Strategy Sector Project - Healthcare Partnership

Purpose:

City will work with a consultant to implement the Strategy Sector Project, maintain industry leadership and engagement, ensure continued support of the Project from partners and ensure sustainability of the Project.

Procurement Method:

Limited Competition

Program Goals/Predicted Outcomes:

Prepare job seekers for current and projected demand occupations that offer wages that allow self-sufficiency or that have a clear career path leading to self-sufficiency.

Public Benefit:

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:

Progress reports.

Retroactive:

Yes, due to the delay in finalizing the agreement.

Procure Dept 08/15/16 PM03:47

To: COB - 8-16-16 (3)
Ver. - 1
Tjs. - 4

Original Information

Document Type: CT Department Code: CS Contract Number (i.e., 15-123): 17-058
Effective Date: 7/1/16 Termination Date: 6/30/17 Prior Contract Number (Synergen/CMS): _____
☒ Expense Amount: \$ 2,000.00 ☐ Revenue Amount: \$ _____
Funding Source(s): USDOL Workforce Innovation and Opportunity Act

Cost to Pima County General Fund: N/A

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: _____ Department Code: _____ Contract Number (i.e., 15-123): _____
Amendment No.: _____ AMS Version No.: _____
Effective Date: _____ New Termination Date: _____
☐ Expense ☐ Revenue ☐ Increase ☐ Decrease Amount This Amendment: \$ _____
Funding Source(s): _____

Cost to Pima County General Fund: _____

Contact: Rise Hart

Department: Community Services Telephone: 724-5723

Department Director Signature/Date: Charles Long 8/16/16

Deputy County Administrator Signature/Date: [Signature] 8/15/2016

County Administrator Signature/Date: C. R. Schubert 8/15/16
(Required for Board Agenda/Addendum Items)

CONTRACT	
NO.	<u>CT-CS-17-058</u>
AMENDMENT NO.	_____
This number must appear on all invoices, correspondence and documents pertaining to this contract.	

**INTERGOVERNMENTAL AGREEMENT
BETWEEN PIMA COUNTY AND
CITY OF TUCSON**

Program Name: Strategy Sector Project – Healthcare Partnership

City: City of Tucson
255 W Alameda Street
Tucson, AZ 85701

Program Description: Workforce development services

Agreement Term: July 1, 2016 through June 30, 2017

Agreement Amount: \$2,000.00

Funding: U.S. Department of Labor (DOL) - Workforce Innovation and Opportunity Act (WIOA)

Grant ID/Contract Number	Award Date	CFDA	Program Description	National Funding	Pima County Award
DI16-002120	2016	17.258	WIOA-Adult	\$776,736,000.00	\$2,053,646.00
DI16-002120	2016	17.278	WIOA- Dislocated Worker	\$1,015,530,000.00	\$4,032,529.00
DI16-002120	2016	17.259	WIOA-Youth	\$831,842,000.00	\$2,325,706.00

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is entered into by and between Pima County, a political subdivision of the State of Arizona, (“County”) and the City of Tucson, a municipal corporation (“City”), and, to memorialize a cooperative effort for the provision of the.

RECITALS

- A. In accordance with A.R.S. § 11-952 *et seq.* City and County are expressly authorized to enter into intergovernmental agreements for the joint exercise of powers.
- B. Pursuant to A.R.S. § 11-254.04, County may appropriate and spend public monies for and in connection with activities that the County Board of Supervisors finds and determines will assist in the creation or retention of jobs or will otherwise improve or enhance the economic welfare of County inhabitants.
- C. Pursuant to A.R.S. § 9-500.11, City may appropriate and spend public monies for and in connection with economic development activities.
- D. In conjunction with Workforce Investment Board (“WIB”) activities, County and City are working with educational institutions and healthcare providers on the Healthcare Partnership Strategy Sector Project (“the Project”).

- E. The Project is a collaboration to develop sustainable career pathways leading to employment in the healthcare industry to meet the current and future workforce demands of that industry in Pima County.
- F. City has procured the services The Woolsey Group ("Consultant") to lead the collaborative efforts for the Project.
- G. Contributing to the costs of the Consultant is an appropriate use of WIOA funds.
- H. County finds that utilizing WIOA funds for the Consultant is in the best interest of the residents of the County.

NOW, THEREFORE, the parties agree as follows:

1. TERM AND EXTENSIONS

- 1.1. The term of this Agreement will commence on **July 1, 2016**, and terminate on **June 30, 2017**, unless sooner terminated or further extended pursuant to the provisions of this Agreement.
- 1.2. Any modification or extension of the Agreement termination date must be by formal written amendment executed by the parties hereto.

2. SCOPE OF SERVICES

- 2.1. City will enter into a contract with Consultant to implement the Project, maintain industry leadership and engagement, ensure continued support of the Project from partners and ensure sustainability of the Project. Consultant activities will include, but are not limited to:
 - 2.1.1. Reviewing documents, areas of focus and achievements to-date for the five (5) committees established to work on the Project (collectively "the Healthcare Partnership committee").
 - 2.1.2. Prepare for Healthcare Partnership committee and general membership meetings, including recommendations for work committees going forward.
 - 2.1.3. Support in outreach and recruitment of key non-industry support partners identify as viable co-conveners and points of contact for Partnership committee efforts.
 - 2.1.4. Attend Healthcare Partnership committee meetings, via telephone, to facilitate the meetings, keep members actively engaged and guide discussions to identify opportunities for Project development and success.
 - 2.1.5. Assist in the marketing of the Healthcare Partnership committee achievements.
 - 2.1.6. Attend Healthcare Partnership general membership meetings ("re-convening") in person to facilitate and provide clear analysis of Healthcare Partnership committee findings and recommendations.
 - 2.1.7. Summarize the re-convening and assist in the development of Healthcare Partnership committee future meeting.
 - 2.1.8. Provide guidance on the development of a clear sustainability plan for the Healthcare Partnership's ongoing success.
- 2.2. City will:
 - 2.2.1. Work closely with Consultant to ensure compliance with the contract between City and Consultant.
 - 2.2.2. Schedule and coordinate all meetings and events for the Project.
 - 2.2.3. Ensure that Consultant is providing appropriate and adequate facilitation, strategic guidance and coaching for the Project.

2.2.4. Ensure that all of Consultants efforts and activities are well-documented and available to County upon request.

2.2.5. Use the WIOA funds provided pursuant to this Agreement only for the Consultant's services.

3. COMPENSATION AND PAYMENT

3.1. County agrees to pay City one lump sum payment in the amount of **\$2,000.00**.

3.2. **City hereby warrants and guarantees that it will not spend more than \$585.00 per day of the WIOA funds appropriated under this Agreement for activities under this Agreement.**

3.3. Payment will be made from grants received by County from the United States Department of Labor ("DOL") Workforce Innovation and Opportunity Act ("WIOA") ("the federal awarding agency").

4. NON-APPROPRIATION

Notwithstanding any other provision in this Agreement, this Agreement 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 Agreement. In the event of such termination, County will have no further obligation to City, other than for services rendered prior to termination.

5. INSURANCE

Parties are self-insured under the State of Arizona Self Insurance Program. All minimum levels of insurance are met.

6. DISPOSAL OF PROPERTY

Upon the termination of this Agreement, all property involved will revert back to the owner. Termination will not relieve any party from liabilities or costs already incurred under this Agreement, nor affect any ownership of property pursuant to this Agreement.

7. INDEMNIFICATION

Each party (as 'Indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'Indemnatee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the Indemnatee, are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

8. COMPLIANCE WITH LAWS

8.1. Both parties must comply with all federal, state and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Agreement. The laws and regulations of the State of Arizona will govern the rights of the parties, the performance of this Agreement and any disputes hereunder. Any action relating to this Agreement will be brought in a court of the State of Arizona in Pima County. Any changes in the governing laws, rules and regulations during the terms of this Agreement will apply, but do not require an amendment.

8.2. City warrants that WIOA funds provided for personnel employed in the administration of the program funded under this Agreement will not be used for:

8.2.1. Political activities;

8.2.2. Inherently religious activities;

8.2.3. Lobbying;

8.2.4. Political patronage; or

8.2.5. Nepotism activities.

8.3. City will comply with the applicable provisions of:

- 8.3.1. Arizona Department of Economic Security Special Terms and Conditions.
- 8.3.2. Davis-Bacon Act (Pub. L.107-217), (40 U.S.C. §§ 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5) as amended;
- 8.3.3. Copeland Anti-Kick Back Act (18 USC 874 *et seq.*);
- 8.3.4. Arizona Address Confidentiality Program (A.R.S. § 41-161 *et seq.*);
- 8.3.5. Uniform Administrative Requirements (29 CFR Parts 95 and 97);
- 8.3.6. Fingerprinting, certification, and criminal background checks including, but not limited to the applicable provisions of: A.R.S. §§ 8-804, 36-594.01, 36-3008, 41-1964, and 46-141;
- 8.3.7. Clean Air and Clean Water Act (42 U.S.C.1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368) Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15);
- 8.3.8. Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871);
- 8.3.9. Debt Collection and Audit Resolution (Pub. L. 105-220 Sections 128, 133, and 184; 20 CFR Part 652, Subpart D,E and G; 20 CFR Part 667 Subparts D – H; 29 CFR Parts 95, 96, 97, and 99; OMB Circular A-21; 2 CFR 200 and all subparts; Federal Acquisition Regulation 97-03 Part 31; ADES Policies 1-47-01 and 1-47-08.);
- 8.3.10. Child Labor Laws (A.R.S. §23-230 *et seq.*);
- 8.3.11. Debarment and Suspension Drug Free Workplace (29 CFR Part 98 and Executive Order 12549);
- 8.3.12. Environmental Tobacco Smoke (Pub. L. 103-227, Part C);
- 8.3.13. Workforce Innovation and Opportunity Act, Pub.L.113-128; and
- 8.3.14. All rules and regulations applicable to the Acts set forth above.

8.4. City will fully cooperate with County and any federal agency in the review and determination of compliance with the above provisions.

9. NON-DISCRIMINATION

- 9.1. Both parties agree to comply with all provisions and requirements of Arizona Executive Order 2009-09 including flow down of all provisions and requirements to any subcontractors.
- 9.2. During the performance of this contract, City 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.

10. AMERICAN DISABILITY ACT

Both 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. Each party will maintain accessibility to the program to the same extent and degree required under 28 CFR Sections 35.130, 35.133, 35.149 through 35.151, 35.160, 35.161 and 35.163. Failure to do so could result in the termination of this Agreement.

11. SEVERABILITY

Each provision of this Agreement stands alone, and any provision of this Agreement found to be prohibited by law will be ineffective to the extent of such prohibition without invalidating the remainder of this Agreement.

12. CANCELLATION FOR CONFLICT OF INTEREST

This Agreement is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated into this Agreement by reference.

13. LEGAL AUTHORITY

Neither party warrants to the other its legal authority to enter into this Agreement. If a court, at the request of a third person, should declare that either party lacks authority to enter into this Agreement, or any part of it, then the Agreement, 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.

14. WORKERS' COMPENSATION

Each party will comply with the notice of A.R.S. § 23-1022(E). For purposes of A.R.S. § 23-1022, each party will be considered the primary employer of all personnel currently or hereafter employed by that party, irrespective of the operations of protocol in place, and said party will have the sole responsibility for the payment of Worker's Compensation benefits or other fringe benefits of said employees.

15. NO JOINT VENTURE

It is not intended by this Intergovernmental Agreement to, and nothing contained in this Intergovernmental Agreement will be construed to, create any partnership, joint venture or employment relationship between the parties or create any employer-employee relationship between County and any City employees, or between City and any County employees. Neither party will be liable for any debts, accounts, obligations nor 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.

16. NO THIRD PARTY BENEFICIARIES

Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement or effect the legal liability of either party to the Agreement by imposing any standard of care different from the standard of care imposed by law.

17. NOTICE

Any notice required or permitted to be given under this Agreement must be in writing and served by delivery or by certified mail upon the other party as follows:

Pima County:

Director
Pima County One Stop
2797 E. Ajo Way
Tucson, AZ 85713

City of Tucson:

Tucson Manager
City of Tucson
255 W Alameda Street
Tucson, AZ 85701

18. ELIGIBILITY FOR PUBLIC BENEFITS

City will comply with applicable provisions of A.R.S. §§1-501 and 1-502 regarding public benefits, which are hereby incorporated as provisions of this Agreement.

19. ISRAEL BOYCOTT CERTIFICATION

The Parties hereby certify that they are 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 City may result in action by the County up to and including termination of this Agreement.

20. ENTIRE AGREEMENT

This document constitutes the entire agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Contract may be modified, amended, altered or extended only by a written amendment signed by the parties.

IN WITNESS THEREOF, the parties have affixed their signatures to this Contract on the date written below.

PIMA COUNTY

CITY OF TUCSON

Chairman, Board of Supervisors
Date: _____

Mayor
Date: _____

ATTEST

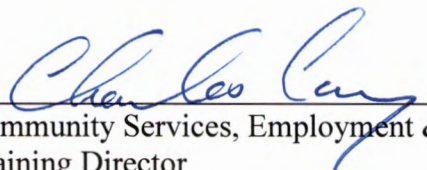
ATTEST:

Clerk of the Board
Date: _____

City Clerk
Date: _____

APPROVED AS TO CONTENT

APPROVED AS TO CONTENT



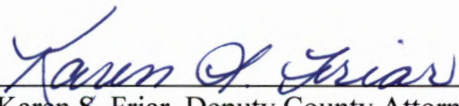
Community Services, Employment &
Training Director

Signature
Name: _____
Title: _____

The foregoing Intergovernmental Agreement between Pima County and City of Tucson has been reviewed pursuant to A.R.S. §11-952 by the undersigned, who have determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to those parties to the Intergovernmental Agreement represented by the undersigned.

PIMA COUNTY

CITY OF TUCSON



Karen S. Friar, Deputy County Attorney

City Attorney