



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: May 21, 2019

*** = Mandatory, information must be provided**

or Procurement Director Award ☐

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

The Tucson Urban League, Inc.

***Project Title/Description:**

Workforce Development Services. The contract and amendments can be found in OnBase by searching Contracts 17*021 in Doc_ID_AMS.

***Purpose:**

This amendment with subrecipient, The Tucson Urban League, Inc., is designed to continue workforce development services to Pima County adult and dislocated worker job seekers (Work Statement 1) and youth job seekers (Work Statement 2) who are seeking employment or job skills training that can lead to employment. The workforce development services include evaluating, counseling and placing job seekers into appropriate job skills training and making referrals to job opportunities. This amendment will provide additional funding for the period July 1, 2019 to June 30, 2020.

Attachment: Contract Number CT-CS-17-021 (Amendment 5)

***Procurement Method:**

RFP-CSET-WFS-2016-06 per Pima County Board of Supervisors Policy D29.6 - Selection and Contracting of Professional Services.

***Program Goals/Predicted Outcomes:**

The program's goal is to 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.

Annual number served:

Enrolled - 320 Adult/dislocated worker participants and 160 youth participants

Placed on job - 136 Adult/dislocated worker participants

Placed on job or post-secondary education - 68 youth participants

***Public Benefit:**

This program 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:**

The Tucson Urban League, Inc. will submit monthly summary reports which include the numbers of persons served, completed, exited, placed on a job, placed into Workforce Investment Board target industries, and the average wage at placement.

***Retroactive:**

No.

To: COB. 4.19.19
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(11)

Contract / Award Information

Document Type: _____ Department Code: _____ Contract Number (i.e.,15-123): _____

Effective 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 22-73.***Amendment / Revised Award Information**Document Type: CT Department Code: CS Contract Number (i.e.,15-123): 17-021Amendment No.: 5 AMS Version No.: 29Effective Date: 7/1/19 New Termination Date: 6/30/20

Prior Contract No. (Synergen/CMS): _____

☒ Expense or ☐ Revenue ☒ Increase ☐ Decrease Amount This Amendment: \$ 417,533.41Is there revenue included? ☐ Yes ☒ No If Yes \$ _____***Funding Source(s) required:** U.S. Department of Labor - Workforce Innovation and Opportunity Act and Health Profession Opportunity GrantFunding 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): _____

Effective 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 HartDepartment: Community Services Telephone: 724-5723Department Director Signature/Date: [Signature] 4-16-19Deputy County Administrator Signature/Date: [Signature] 4-18-2019County Administrator Signature/Date: C. Dalubong 4/19/19
(Required for Board Agenda/Addendum Items)

Pima County Department of Community Services, Employment and Training Department

Project: Workforce Development Services

Awardee: The Tucson Urban League, Inc.
3425 E. Grant Road, Ste. 101
Tucson, AZ 85716

Contract No.: CT-CS-17*021

Contract Amendment No.: 05

DUNS No.: 123721441		SAM Registration Date: 1/4/19	
Research or Development:		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Federal or State Contract No.:		DI19-002205 PCC2015-2020	Award Date: 2019
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	National Funding	Pima County Award
17.258	U.S. Department of Labor ("DOL")/Arizona Department of Economic Security ("ADES") Workforce Innovation and Opportunity Act ("WIOA")-Adult	\$776,736,000.00	\$1,702,383.00
17.278	WIOA-Dislocated Worker	\$1,015,530,000.00	\$2,669,206.00
17.259	WIOA-Youth	\$831,842,000.00	\$1,947,861.00
93.093	Health Profession Opportunity Grant ("HPOG")	\$58,000,000.00	\$594,493.00

Original Contract Term:	07/01/16 – 06/30/17	Orig. Contract Amount:	\$367,895.90
Term Prior Amendment:	06/30/19	Prior Amended Amount:	\$878,950.84
Term This Amendment	06/30/20	Amount This Amendment:	\$417,533.41
		Revised Contract Amount:	\$1,664,380.15

Pima County ("County"), a body politic and corporate of the State of Arizona and The Tucson Urban League, Inc. ("Awardee") have entered into the above-referenced contract to provide workforce development services for adults, dislocated workers, and youth.

AMENDMENT FIVE

RECITALS

- A. County is a local workforce area under the federal Workforce Innovation and Opportunity Act, Pub.L.113-128 ("WIOA") to operate the Pima County ARIZONA@WORK Career Center System Workforce Program.
- B. County, as Grantee, receives federal WIOA grant funds and provides them to subrecipients, including Awardee, to provide eligible services. The WIOA grant ends June 30, 2023.

- C. County is the Subrecipient of Health Profession Opportunity Grant (“HPOG”) funds from Pima Community College and is authorized to pass those funds along to other entities, including Awardee, for eligible services.
- D. The Pima County Board of Supervisors finds that extending this Contract will improve employment opportunities for Pima County residents and is in the best interests of the residents of Pima County.
- E. County has reviewed Awardee’s performance of the services and finds it satisfactory.

NOW, THEREFORE, County and Awardee agree to amend the Contract as follows:

1. SECTION 1.0 – TERM AND EXTENSIONS, is amended as follows:

1.1 Paragraph 1.1, the termination date is changed:

FROM: June 30, 2019

TO: June 30, 2020

1.2 Paragraph 1.2, the number of available renewals is changed:

FROM: two (2) additional years or any portion thereof

TO: one (1) additional year or any portion thereof

2. SECTION 3.0 – COMPENSATION AND PAYMENT is amended as follows:

2.1 Paragraph 3.1 is amended to increase “the Maximum Allocated Amount”:

FROM: \$1,246,846.74

TO: \$1,664,380.15

2.2 Paragraph 3.2, the table is deleted in its entirety and replaced with the following:

Funding Source	Maximum Allocated Amount				Total Anticipated Expenditure per Funding Source
	July 1, 2016 – June 30, 2017	July 1, 2017 – June 30, 2018	July 1, 2018 – June 30, 2019	July 1, 2019 – June 30, 2020	
WIOA grant	\$400,511.03	\$417,430.00	\$392,905.71	\$399,533.41	\$1,610,380.15
HPOG	-0-	\$ 18,000.00	\$18,000.00	\$18,000.00	\$54,000.00
Anticipated Allocations TOTAL	\$400,511.03	\$435,430.00	\$410,905.71	\$417,533.41	\$1,664,380.15

2.3 Paragraph 3.4 is deleted in its entirety and replaced with the following:

3.4. Each monthly request for reimbursement must be submitted to County by the 15th working day of each month for the previous month of service and must:

3.4.1. Reference this contract number.

3.4.2. Be approved and signed by the person(s) that prepared the request and an authorized manager, supervisor or executive of the Subrecipient to insure proper internal financial controls.

3.4.3. Be for services and costs as identified in **Exhibit A**.

3.4.4. Include the amount of:

3.4.4.1. WIOA accrued expenditures, if any;

3.4.4.2. Program Income, as defined by the federal awarding agency; and

- 3.4.4.3. All other fiscal resources applied to expenses incurred in providing services under this Agreement.
- 3.4.5. Be accompanied by documentation which must include, but is not limited to:
 - 3.4.5.1. A summary report of monthly expenditures by expense categories as shown in approved budget in **Exhibit A** of this Agreement.
 - 3.4.5.2. Copies of invoices, receipts or checks (front and back) to support all purchases of goods or services.
 - 3.4.5.3. If reimbursement is authorized for travel, detailed travel reports to support all travel expenses.
 - 3.4.5.4. Any other documentation requested by County.
- 3.4.6. If reimbursement is authorized for personnel costs, be accompanied, at a minimum, by the following documentation for each pay period:
 - 3.4.6.1. Time sheets or other records, signed by the employee and the employee's immediate supervisor with direct knowledge of employee's efforts for this Agreement, that specify the days, hours per day and total hours worked on the grant(s); and
 - 3.4.6.2. Accounting system report(s) specifying rate of pay and costs of employer paid benefits.

2.4 Paragraph 3.5 is amended to read:

If Awardee is required to provide matching funds under the terms of the federal awarding agency, Awardee must also provide the documentation described in Paragraph 3.4 for the matching funds.

2.5 Paragraphs 3.9 through 3.14 are deleted in their entirety and replaced with the following:

- 3.9. Changes between budget line items. Changes between budget line items of no more than 15% may be granted by and at the sole discretion of the Director of Community Services Employment and Training ("CSET") or designee. The following provisions apply:
 - 3.9.1. The change may not increase or decrease the maximum allocated amount.
 - 3.9.2. Agency must submit a written request for the line item change on or before May 15 of the contract year. The written request must contain a detailed explanation of:
 - 3.9.2.1. The reason the change is necessary; and
 - 3.9.2.2. How the specified purpose, program(s), metrics, or outcomes set forth in this Agreement will continue to be met, despite the requested change.
 - 3.9.3. The change must be for future expenditures that are not part of the current existing and approved budget(s). The change may not be to cover unbudgeted expenditures incurred by Agency prior to approval of the written request for a budget line item change.
 - 3.9.4. If the Director of CSET or designee approves the request for the budget line item change, the change will not be effective, nor will compensation under the change be provided, until the date set forth in the written approval.
- 3.10. Any change that increases or decreases the maximum allocated amount or that changes the Scope of Work in any way will require a contract amendment. Such change will not be effective, nor will compensation under the change be provided, until the contract amendment is fully executed by both parties.
- 3.11. Goods and services provided in excess of the budgeted line item or the maximum allocated amount without prior authorization as set forth in paragraphs 3.9 and 3.10 above will be at Agency's own risk.

3.12. **Program Income:** Awardee must comply with all provisions of the federal awarding agency regarding Program Income.

3.13. Disallowed Charges or Cost principles will be as follows:

3.13.1. The cost principle set forth in the Code of Federal Regulations (CFR), Title 48, Chapter 1, Part 31.201-6, (October 1, 1991), as modified by amendments and additions, on file with the Secretary of State and incorporated herein by reference, will be used to determine whether reimbursement of an incurred cost will be allowed under this Contract . Those costs which are specifically defined as unallowable therein cannot be submitted for reimbursement by the Subrecipient and will not be reimbursed with Department funds.

3.13.2. **Awardee must reimburse County for improper, unallowable or unsubstantiated costs discovered as a result of audit or otherwise within thirty (30) days following demand for reimbursement by County.**

3.14. For the period of record retention required under Section 21.0 - Books and Records, County reserves the right to question any payment made to Awardee and to require reimbursement by setoff or otherwise for payments determined to be improper or contrary to the Contract or law.

3 **SECTION 6.0 – COMPLIANCE WITH LAWS, paragraph 6.2.3 is amended to read:**

Lobbying to influence the outcome of any election or the award of any federal contract, grant, loan or cooperative agreement (see Federal Standard Form LLL, “Disclosure of Lobbying Activities);

3. **SECTION 32.0 – ISRAEL BOYCOTT CERTIFICATION is deleted in its entirety and the remaining Section is *renumbered to conform*.**

4. **EXHIBIT A-1 – SCOPE OF WORK, is amended as follows:**

4.1 **GENERAL PROVISIONS, Section 3.0 – PROGRAM COMPONENTS is amended to delete the table in its entirety and replace with the following:**

Work Statement	Workforce Development Services	Amount			
		7/1/2016 – 6/30/2017	7/1/2017 – 6/30/2018	7/1/2018 – 6/30/2019	7/1/2019 – 6/30/2020
1	Adults and dislocated workers	\$292,081.03	\$309,489.00	\$307,881.35	\$313,584.57
2	Youth	\$108,430.00	\$125,941.00	\$103,024.36	\$103,948.84

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4.2 **WORK STATEMENT NO. 1 – WORKFORCE DEVELOPMENT SERVICES FOR ADULTS AND DISLOCATED WORKERS, Section 3.0 BUDGET** is amended as follows:

4.2.1. Paragraph 3.1, the table is deleted in its entirety and replaced with the following:

Budget Line Item	Amount Allocated			
	July 1, 2016 -- June 30, 2017	July 1, 2017 -- June 30, 2018	July 1, 2018 -- June 30, 2019	July 1, 2019 -- June 30, 2020
Operating Budget				
Salary and ERE (No overtime)	\$206,045.94	\$214,666.00	\$218,043.97	\$222,404.84
Staff Development	-0-	-0-	-0-	-0-
Travel	\$1,200.00	\$1,133.00	\$1,248.48	\$1,273.45
Equipment	\$1,500.00	\$1,630.00	\$1,560.60	\$1,591.81
Supplies	\$1,100.00	\$1,226.00	\$1,144.44	\$1,167.33
Communications	\$2,892.60	\$2,991.00	\$3,044.70	\$3,105.59
Contractual	\$3,525.00	\$3,685.00	\$3,745.44	\$3,820.35
Space	\$2,019.95	\$2,061.00	\$2,101.56	\$2,143.59
Other Operating	\$51,077.54	\$52,177.00	\$54,272.16	\$55,357.61
Total Operating Budget	\$269,361.03	\$279,569.00	\$285,161.35	\$290,864.57
Other Allocation(s)				
Transitional Job Wages*	\$22,720.00	\$29,920.00	\$22,720.00	\$22,720.00
TOTAL BUDGET	\$292,081.03	\$309,489.00	\$307,881.35	\$313,584.57

4.2.2. Paragraph 3.4 is revised to read:

The projected use of WIOA Adult, WIOA Dislocated Worker, and HPOG funds, by activity is set forth in Exhibit A of this Amendment.

4.3 **WORK STATEMENT NO. 2 – WORKFORCE DEVELOPMENT SERVICES FOR YOUTH** is amended as follows:

4.3.1. Section 2.0 – **OUTCOMES**, paragraph 2.4 is deleted in its entirety and replaced with the following:

A minimum of fifteen (15) youth will be placed in Work Experience positions which will provide up to 300 hours of hands-on experience for contract year 2019-2020.

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4.3.2. Section 3.0 – **BUDGET**, paragraph 3.3 the table is deleted in its entirety and replaced with the following:

Budget Line Item	Projected WIOA Youth			
	July 1, 2016 -- June 30, 2017	July 1, 2017 -- June 30, 2018	July 1, 2018 -- June 30, 2019	July 1, 2019 -- June 30, 2020
Operating Budget				
Salary and ERE (No overtime)	\$34,250.00	\$34,935.00	\$35,633.70	\$36,346.37
Staff Development	-0-	-0-	-0-	-0-
Travel	\$400.00	\$408.00	\$416.16	\$424.48
Equipment	-0-	-0-	-0-	-0-
Supplies	\$200.00	\$204.00	\$208.08	\$212.24
Communications	\$286.00	\$291.00	\$296.82	\$302.76
Contractual	\$600.00	\$612.00	\$624.24	\$636.72
Other Operating	\$8,694.00	\$8,868.00	\$9,045.36	\$9,226.27
Total Operating Budget	\$44,430.00	\$45,318.00	\$46,224.36	\$47,148.84
Other Allocation(s)				
Work Experience Wage for Youth*	\$64,000.00	\$80,623.00	\$56,800.00	\$56,800.00
TOTAL BUDGET	\$108,430.00	\$125,941.00	\$103,024.36	\$103,948.84

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

This Amendment is effective July 1, 2019.

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:

Chairman, Pima County Board of Supervisors

Date: _____

ATTEST:

Clerk of the Board Date

APPROVED AS TO CONTENT:

Director, Employment & Training

APPROVED AS TO FORM:

Karen S. Friar, Deputy County Attorney

AWARDEE:

Authorized Signature

Printed Name & Title

Date: 5/16/19

PROJECTED LINE ITEM EXPENDITURES BY FUNDING SOURCE

July 1, 2019 – June 30, 2020				
Budget Line Item	Projected WIOA Adults	Projected WIOA Dislocated Workers	Projected HPOG	TOTAL
Operating Budget				
Salary and ERE (No overtime)	\$124,611.14	\$84,030.28	\$13,763.42	\$222,404.84
Staff Development	\$0.00	\$0.00	\$0.00	\$0.00
Travel	\$713.50	\$481.15	\$78.80	\$1,273.45
Equipment	\$891.87	\$601.43	\$98.51	\$1,591.81
Supplies	\$654.05	\$441.04	\$72.24	\$1,167.33
Communications	\$1,740.33	\$1,173.07	\$192.19	\$3,105.59
Contractual	\$2,140.50	\$1,443.43	\$236.42	\$3,820.35
Space	\$1,201.02	\$809.92	\$132.65	\$2,143.59
Other Operating	\$31,016.32	\$20,915.52	\$3,425.77	\$55,357.61
Total Operating Budget	\$162,968.73	\$109,895.84	\$18,000.00	\$290,864.57
Other Allocation(s)				
Transitional Job Wages*	\$22,720.00	-0-	-0-	\$22,720.00
TOTAL BUDGET	\$185,688.73	\$109,895.84	\$18,000.00	\$313,584.57

END EXHIBIT A OF AMENDMENT 5