



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

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: June 23, 2020

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

or Procurement Director Award ☐

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

Pima County Community College District

***Project Title/Description:**

Workforce Development Education. The contract and amendments can be found in OnBase by searching Contracts CR-20*393 (formerly CS-19*437) in Doc_ID_AMS.

***Purpose:**

Pima County Community College District provides workforce development, educational assessment and student services, and high school equivalence testing to adults, dislocated workers, and youth under the Workforce Innovation and Opportunity Act (WIOA).

This amendment allows Pima County Community College (PCC) with additional funding for the period July 1, 2020 to June 30, 2021 and allows PCC to continue to provide workforce development education services for another year.

Attachment: Contract Number CT-CR-20-393 (Amendment 1)

***Procurement Method:**

This IGA is a non-Procurement contract and not subject to Procurement rules.

***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.

***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:**

Student progress reports, financial aid reports, and report listing job seekers who have earned a college degree or certificate.

***Retroactive:**

No

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): 20-393Amendment No.: 1 AMS Version No.: 1Commencement Date: 6/30/20 7-1-20 SL New Termination Date: 6/30/21Prior Contract No. (Synergen/CMS): CT-CS-19-437☒ Expense or ☐ Revenue ☒ Increase ☐ Decrease Amount This Amendment: \$ 958,596.00Is there revenue included? ☐ Yes ☒ No If Yes \$ _____***Funding Source(s) required:** U.S. Department of Labor, Arizona Department of Economic Security, and Pima County General FundsFunding from General Fund? ☒ Yes ☐ No If Yes \$ 10,720.00 % _____**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 HartDepartment: Community Services Telephone: 724-5723Department Director Signature/Date: _____ 6-10-20Deputy County Administrator Signature/Date: _____ 15 June 2020County Administrator Signature/Date: _____ 6/15/20**Required for Board Agenda/Addendum Items)*

Intergovernmental Agreement (IGA) Between Pima County Community Services, Employment and Training Department and Pima Community College District

Project: Workforce Development Education

College: Pima County Community College District
Pima Community College
4905 E. Broadway Blvd.
Tucson, AZ 85709-1145

Contract No.: CT-CS-19-437 (CT-CR-20-393 on and after July 1, 2020)

Contract Amendment No: One (1)

Original Contract Term:	07/01/19 – 06/30/20	Orig. Contract Amount:	\$956,526.00
Termination Date Prior Amendment:	N/A	Prior Amendments Amount:	\$0.00
Termination Date This Amendment:	06/30/21	This Amendment Amount:	\$958,596.00
		Revised Contract Amount:	\$1,915,122.00

DUNS No.: 068414630		SAM Registration Date: 10/31/19	
Research or Development:		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Federal or State Contract No.:	DI19-002205	Award Date:	2019
Required Match:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Match Amount:	
Indirect Cost Rate:	<input checked="" type="checkbox"/> 40%	<input type="checkbox"/> NICR	<input type="checkbox"/> de minimis <input type="checkbox"/> None
Status of Contractor:	<input checked="" type="checkbox"/> College		<input type="checkbox"/> Contractor

CFDA	Grant Program	PY2019 National Funding	PY2019/FY2020 Pima County Award
17.258	U.S. Department of Labor ("DOL")/Arizona Department of Economic Security ("ADES") Workforce Innovation and Opportunity Act ("WIOA") - Adult	\$845,556,000.00	\$2,309,890.00
17.278	WIOA - Dislocated Worker	\$1,261,719,000.00	\$4,976,591.00
17.259	WIOA - Youth	\$903,416,000.00	\$2,347,242.00

AMENDMENT ONE (1)

1. BACKGROUND AND PURPOSE.

1.1 Background.

- 1.1.1. On August 8, 2019, Pima County ("County") and Pima County Community College District ("College"), entered into the above-referenced contract to provide workforce development education for adult, dislocated worker and youth job seekers.
- 1.1.2. County, as Grantee, receives federal WIOA grant funds and provides them to subrecipients, including College, to provide eligible workforce development education. The WIOA grant ends June 30, 2023.

1.2 County Organization. Effective July 1, 2020:

- 1.2.1. Pima County Community Services, Employment and Training Department and Pima County Community Development and Neighborhood Conservation Department are restructured to form the Community Resources and Workforce Development Department.
- 1.2.2. This Agreement will be renumbered to CT-CR 20*393, but all terms and conditions remain unchanged.
- 1.2.3. Any reference in the Agreement to Community Services; Community Services, Employment and Training Department; or CSET, will mean Community Resources and Workforce Development Department ("CRWD").

1.3 Purpose.

- 1.3.1. County operates a workforce development program at Pima County ARIZONA@WORK (an American Job Center, formerly the Pima County One Stop).
- 1.3.2. County finds that it is in the best interests of the Pima County residents to continue to provide workforce development education to the residents of Pima County.

2. **TERMS AND EXTENSIONS, SECTION 1.0.** Pursuant to **paragraph 1.2**, County exercises the first of four available extension options. This Agreement will terminate on **June 30, 2021**. **SCOPE OF SERVICES, SECTION 2.0, paragraph 2.1**, the table is deleted in its entirety and replaced with the following:

Work State- ment No.	Activity or Program	Amount Allocated	
		2019-2020	2020-2021
1	Workforce Development Education - Tuition and Fees	\$768,794.00	\$768,794.00
2	TABE Testing	\$12,000.00	\$36,000.00
3	High School Equivalency (HSE) Testing	\$52,800.00	\$30,870.00
4	Staff at County's ARIZONA@WORK	\$72,932.00	\$72,932.00
5	Grant Writing Partnership	-0-	-0-
6	Customized training development and delivery	\$50,000.00	\$50,000.00
TOTAL		\$956,526.00	\$958,596.00

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

- 2.1. **Paragraph 3.1** is amended as follows:

FROM: \$956,526.00

TO: \$958,596.00

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

Funding Source	Maximum Amount Allocated	
	7/1/19 – 6/30/20	7/1/20 – 6/30/21
DOL WIOA	\$905,806.00	\$947,876.00
Pima County General Funds	\$50,720.00	\$10,720.00
Anticipated Expenditure TOTAL	\$956,526.00	\$958,596.00

5. **ISRAEL BOYCOTT CERTIFICATION, SECTION 33.0** is added to read:

Pursuant to A.R.S. § 35-393.01, if Contractor engages in for-profit activity and has 10 or more employees, and if this Contract has a value of \$100,000.00 or more, Contractor certifies it is not currently engaged in, and agrees for the duration of this Contract to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

6. **FORCE MAJEURE, SECTION 34.0** is added to read:

- 34.1 A Party's performance of its obligations under this Agreement is excused to the extent, and for the time period, that the Party's (the "**Affected Party's**") performance is prevented by natural disaster, actions or decrees of governmental bodies (including those restrictions related to public health), or other circumstances not the fault, and beyond the reasonable control, of that Party ("**Force Majeure Event**"). The Affected Party must immediately give notice to the other Party (the "**Non-Affected Party**") regarding the extent and nature of the impact on performance because of the Force Majeure Event.
- 34.2 The Affected Party will take all reasonable steps to resume performance promptly after the impediment to performance has concluded. The performance of the Non-Affected Party is also excused for the period of time that the performance of the Affected Party is interrupted.
- 34.3 If the period of nonperformance by the Affected Party exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the Non-Affected Party may, by giving fifteen (15) days' written notice to the affected Party, terminate this Agreement. If the Parties are both affected by the Force Majeure Event, performance by both Parties under this Agreement shall be suspended during the period the performance of both Parties is affected.
- 34.4 The provisions set forth in this Section 34.0 are limited by the terms and conditions of the Grant and any rules, regulations or guidelines promulgated by the Awarding Agency related to the activities related to the Grant.

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

8.1 **WORK STATEMENT NO.1, Section 9.0 – Budget** is amended as follows:

8.1.1. **Paragraph 9.1** is deleted and replaced with the following:

Total payment, in the form of tuition and/or fee vouchers, for this Work Statement No. 1 will not exceed the amounts set forth below:

Contract Year	Maximum Allocated Amount
2019-2020	\$768,794.00
2020-2021	\$768,794.00

8.1.2. **Paragraph 9.2**, the sentence is amended to read:

Projected expenditures by Funding Source for each Contract Year are as follows:

8.2 **WORK STATEMENT NO. 2** is amended as follows:

8.2.1. **Paragraph 3.1** is amended to read:

County will provide College staff with access to a County maintained DRC INSIGHT Online Portal, purchase test units for TABE from DRC, and provide testing lab facilities at two County designated locations.

8.2.2. **Paragraph 3.5** is amended to read:

College staff will provide training on TABE administration and best practices for analyzing and interpreting TABE results for job seekers to Workforce Development Specialists or other support staff identified by County.

8.2.3. **Paragraph 6.1**, the following is added:

Projected 2020-2021 expenditures by Funding Source:

WIOA Adult	WIOA Dislocated Worker	WIOA Youth	Pima County General Funds	TOTAL
\$11,760.00	\$11,760.00	\$11,760.00	\$720.00	\$36,000.00

8.2.4. **Paragraph 6.2**, the following is added for activities conducted during the 2020-2021 contract year:

Activity	Number administered	Maximum Amount Paid	
		County	College
TABE Administration	3,000	\$6,000.00	-0-
In-Person testing	TBD	-0-	\$30,000.00
Remote Proctored Testing (when In-Person presents a health risk)	TBD	\$30,000.00*	\$30,000.00*

* County and College will equally share the costs of each remote proctored test.

Total payments by County for Work Statement No. 2 will not exceed \$36,000.00

8.3 **WORK STATEMENT NO. 3** is amended as follows:

8.2.1. **Section 8.0, Budget**, is amended as follows:

8.2.1.1. **Paragraph 8.1**, is amended to add:

Projected 2020-2021 expenditures by Funding Source:

WIOA Adult	WIOA Dislocated Worker	WIOA Youth	Pima County General Funds	TOTAL
\$3,000.00	\$3,000.00	\$24,870.00	-0-	\$30,870.00

8.2.1.2. **Paragraph 8.2**, the table is deleted in its entirety and replaced with the following:

Activity or Service	Rate	Maximum Authorized		Total Allocation	
		2019-2020	2020-2021	2019-2020	2020-2021
Examiner (when College conducts a group test <u>exclusively for County job seekers</u>)	\$75.00/hour	Eight (8) hrs/month for 12 months	Four (4) hours each month for (12) months	\$7,200.00	\$3,600.00
Test Administration	\$35.00 per academic subject	300 job seekers x 4 subjects per job seeker	180 job seekers x 4 subjects per job seeker	\$42,000.00	\$25,200.00
	\$15.00 per retest	60 job seekers	30 job seekers	\$900.00	\$450.00
	\$9.00 per civics test	300 job seekers	200 job seekers	\$2,700.00	\$1,620.00
Not to exceed amount				\$52,800.00	\$30,870.00

8.4 **WORK STATEMENT NO. 4, Section 9.0 – Budget** is amended as follows:

8.4.1. **Paragraph 9.1** is deleted and replaced with the following:

Total payment, in the form of tuition and/or fee vouchers, for this Work Statement No. 1 will not exceed the amounts set forth below:

Contract Year	Maximum Allocated Amount
2019-2020	\$72,932.00
2020-2021	\$72,932.00

8.4.2. **Paragraph 9.2**, the sentence is amended to read:

Projected expenditures by Funding Source for each Contract Year are as follows:

8.4.3. **WORK STATEMENT NO. 6, BUDGET, SECTION 7.0, paragraph 7.1**, is deleted in its entirety and replaced with the following:

Projected expenditures by Funding Source are as follows:

Contract Year	WIOA Adult	WIOA Dislocated Worker	WIOA Youth	Pima County General Funds	TOTAL
2019-2020	-0-	-0-	-0-	\$50,000.00	\$50,000.00
2020-2021	\$13,500.00	\$13,500.00	\$13,000.00	\$10,000.00	\$50,000.00

SIGNATURES ON FOLLOWING PAGE

All other provisions of the Contract not expressly modified in this Amendment will remain in effect and be binding on the parties.

This amendment is effective on June 30, 2020.

THIS AMENDMENT MAY BE EXECUTED IN COUNTERPARTS, each of which, when taken together, will constitute one original contract.

IN WITNESS THEREOF, the parties execute this Agreement:

PIMA COUNTY

PIMA COUNTY COLLEGE DISTRICT

Chairman, Board of Supervisors

Chancellor

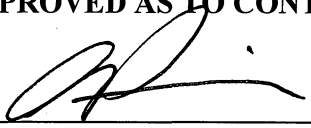
Date

Date

ATTEST

Clerk, Board of Supervisors

APPROVED AS TO CONTENT




Director
Community Services, Employment
& Training

The foregoing Intergovernmental Agreement between Pima County and Pima County Community College District has been reviewed pursuant to A.R.S. §11-952 by the undersigned Deputy County Attorney and the Attorney for Pima County Community College District, 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 Agreement represented by Pima County and the Pima County Community College District.

PIMA COUNTY

PIMA COMMUNITY COLLEGE DISTRICT



Karen S. Friar, Deputy County Attorney

Pima County Community College District
Legal Counsel