



DEPARTMENT OF ECONOMIC SECURITY

Your Partner For A Stronger Arizona

Intergovernmental Agreement

CONTRACT AMENDMENT

<p>1. CONTRACTOR <i>(Name and address)</i></p> <p>Cochise County Board of Supervisors 1415 W Melody Lane Bisbee, AZ 85603</p>	<p>2. CONTRACT ID NUMBER</p> <p>DE14-052279</p>
	<p>3. AMENDMENT NUMBER</p> <p>1</p>

4. THE PARTIES AGREE TO THE FOLLOWING AMENDMENT

Pursuant to Section 6.0 Manner of Financing, Paragraph 6.2 the following allocation of funds by Program and Fiscal Year are added:

- PY 2014 AD Admin funds are added in amount \$2,779.00
- FY 2015 AD Admin funds are added in amount \$36,483.00
- PY 2014 Adult funds are added in amount \$25,014.00
- FY 2015 Adult funds are added in amount \$328,344.00
- PY 2014 DW funds are added in amount \$125,071.00
- FY 2015 DW funds are added in amount \$757,187.00
- PY 2014 DW Admin funds are added in amount \$13,897.00
- FY 2015 DW Admin funds are added in amount \$84,132.00
- PY 2014 RR funds are added in amount \$15,393.00
- FY 2015 RR funds are added in amount \$93,193.00
- PY 2014 Youth funds are added in amount \$351,475.00
- PY 2014 YT Admin funds are added in amount \$39,053.00

The total (\$1,872,021) of these funds must be expended by 6/30/2016.

The final expenditure report for these funds must be submitted to DES by 8/15/2016.

The reimbursement ceiling is increased from \$ 1,276,706.00 to \$3,148,727.00

Attachment B, Allocation by Program and Fiscal Year, revised 5/28/2014 is attached to this Amendment and reflects all current totals by Program and Fiscal Year.

The purpose of this amendment is to add additional funding and make the following changes:

Sections have been renumbered throughout the document as sections have been inserted and removed.

Section 6.2.1 will now read

6.2.1 The Contractor agrees that Pursuant to 20 CFR 667.107, funds allocated by a State to a local area under subpart-A sections 128(b) and 133(b) of the Workforce Investment Act of 1998, for any Program year are available for expenditure only during that program year and the succeeding program year. Funds that are not expended by a local area in the two-year period described in paragraph (b) (1) of section 128 (b) and 133(b) of the Workforce Investment Act of 1998 shall be returned to the State. Funds so returned are available for expenditure by State and local recipients and sub recipients only during the third program year of availability. These funds may be used for statewide projects, or distributed to other local areas, which had fully expended their allocation of funds for the same program year within the two- year period.

Section 6.3 will be removed in its entirety

Section 6.4 will be removed in its entirety

Section 8.1.6 will now read:

8.1.6 Follow-up services for individuals who have received WIA services who are placed in unsubsidized employment for not less than Twelve (12) months after the first day of employment.

Section 8.2 will now read:

8.2 Intensive Services:

Section 8.5.11 will now read:

8.5.11 Follow-up services for not less than twelve (12) months after the completion of participation; and

Section 9.2.3 will now read:

9.2.3 Complete the requirements stated in the Demand for Assurance, including the corrective action plan, by the timeframe prescribed by the Department, failure to complete shall result in the immediate suspension of the Contractor's authority to receive payment under this Contract. Such authority shall not be reinstated until the Contractor submits, and the Department approves, a revised corrective action plan or submits documentation to show that the issues identified in the Demand for Assurance have been addressed.

Section 9.2.4 will now read:

9.2.4 Comply with the approved Demand for Assurance response. If not in compliance, the Department will proceed with remedies outlined in Section 24.0 up to and including sanctions.

Section 9.2.5 will now read:

9.2.5 Be held responsible for meeting performance measures. If the Contractor fails the same performance measure in two consecutive years, the ADES may impose sanctions up to and including withholding WIA Title I B funding as outlined in Section 24.0

Section 12.0 Monitoring will now read:

12.0 Monitoring

The Department will monitor the Contractor and /or subcontractor(s) who shall cooperate in the monitoring of services delivered; facilities; records maintained and fiscal practice. The Contractor must conduct regular oversight and monitoring of its WIA activities and those of its subrecipients in accordance with CFR 667.410 subpart D and in accordance with the uniform administrative requirements at 29 CFR parts 95 and 97.

Section 33.2.2 will now read:

35.2.2 The state procurement administrator may waive the restriction set forth in subsection (A) of this Section if the state procurement administrator determines in writing that the rule's application would not be in the state's best interest. The determination shall state the specific reasons that the restriction in subsection (A) of this Section has been waived.

Section 39.0 Non-Availability of Funds will be inserted as follows:

39.0 Non-Availability of Funds

39.1 In accordance with ARS § 35-154, every payment obligation of the State under the Agreement is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event his provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph. Section 43.0 Scrutinized Business will be deleted in its entirety.

Section 45.1.2 will read as follows:

44.1.2 Attachment B – WIA Allocation by Program and Fiscal Year

5. EXCEPT AS PROVIDED HEREIN, ALL TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AS HERETOFORE CHANGED AND/OR AMENDED REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT. THE AMENDMENT SHALL BECOME EFFECTIVE ON THE DATE OF LAST SIGNATURE UNLESS OTHERWISE SPECIFIED HEREIN. BY SIGNING THIS FORM ON BEHALF OF THE CONTRACTOR, THE SIGNATORY CERTIFIES HE/SHE HAS THE AUTHORITY TO BIND THE CONTRACTOR TO THIS CONTRACT.

6. ARIZONA DEPARTMENT OF ECONOMIC SECURITY	7. NAME OF CONTRACTOR Cochise County
SIGNATURE OF AUTHORIZED INDIVIDUAL	SIGNATURE OF AUTHORIZED INDIVIDUAL
TYPED NAME Najwa Stuck	TYPED NAME Ann English
TITLE Procurement Manager	TITLE Chairman
DATE	DATE
IN ACCORDANCE WITH ARS §11-952 THIS CONTRACT AMENDMENT HAS BEEN REVIEWED BY THE UNDERSIGNED WHO HAVE DETERMINED THAT THIS CONTRACT AMENDMENT IS IN APPROPRIATE FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO EACH RESPECTIVE PUBLIC BODY.	
ARIZONA ATTORNEY GENERAL'S OFFICE	
BY:	BY:
ASSISTANT ATTORNEY GENERAL	PUBLIC AGENCY LEGAL COUNSEL
DATE:	DATE: