

Intergovernmental Agreement CONTRACT AMENDMENT

1. CONTRACTOR (<i>Name and address</i>) Cochise County 1843 Paseo San Luis Sierra Vista AZ 85636	2. CONTRACT ID NUMBER DE111004-001
	3. AMENDMENT NUMBER 3
4. THE PARTIES AGREE TO THE FOLLOWING AMENDMENT Section 3.1 is amended to read: The term of this Agreement shall have an effective date of April 1, 2010 and shall end on August 31, 2015, unless otherwise agreed upon by both parties in writing. Section 6.2 is amended to read: See Attachment H - Allocation by Program & Fiscal Year for the available funds under this contract. Section 6.3 is amended to read: 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), for any Program year are available for expenditure only during that program year and the succeeding program year. Funds which 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 Federal Register 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 with the two-year period. See Attachment H - Allocation by Program & Fiscal Year for the period of availability by Program & Fiscal Year for funds allocated under this contract. Section 7.0 is amended to read: Program eligibility will be conducted on each applicant prior to the provision of services. Eligibility will include determination of family size, family income for the previous six-month period, educational status, and identification of any barriers or issues that impact attaining and/or retaining employment. Services shall comply with the Workforce Investment Act of 1998 as amended and applicable federal and state regulations. Services provided to adults and dislocated workers, as appropriate to meet the individual's needs, may include any of the following: Section 7.7 is amended to read: The expenditures for all programs will comply with Office of Management and Budget (OMB) Circular A-87 for governmental entities: Public Law, 105-220 of the 105th Congress described as the Workforce Investment Act of 1998 and Federal and State regulations and guidelines under the WIA Title, 1-B Federal grant. Section 8 is amended to add Section 8.2.5 as follows: 8.2.5 If the Contractor chooses to "transfer" funds between the Adult and Dislocated Worker funding streams, the Contractor shall send written notice to the contact in section 9.5 detailing the amount of funds which will be transferred and from which funding source the transfer will occur. Section 12.4 is amended to read: The Contractor and/or service providers must maintain accurate inventory records of expendable leased/purchased (value \$2,000.00 to \$4,999.99), and non-expendable leased/purchased equipment over \$5,000.00 with WIA funds. Property records must include: a. Asset Number b. Item Description c. Manufacturer d. Serial Number e. Acquisition Date f. Physical Location	

- g. Total Item Cost
- h. WIA Contract Cost
- i. Inventory Date

The Contractor and/or service providers are required to submit an inventory report for all property leased/purchased with WIA funds costing more than \$2,000.00 to the EA/WIA Section, Fiscal Manager by August 1 of each year.

Section 48 is amended to add Section 48.1.8 as follows:
48.1.8 Attachment H - Allocation by Program and Fiscal Year.

5. In accordance with A.R.S. § 35-393.06, the Contractor certifies that the Contractor does not have scrutinized business operations in Iran.

In accordance with A.R.S. § 35-391.06, the Contractor certifies that the Contractor does not have scrutinized business operations in Sudan.

6. 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.

7. ARIZONA DEPARTMENT OF ECONOMIC SECURITY	8. NAME OF CONTRACTOR Cochise County Board of Supervisors
SIGNATURE OF AUTHORIZED INDIVIDUAL	SIGNATURE OF AUTHORIZED INDIVIDUAL
TYPED NAME	TYPED NAME
TITLE	TITLE
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:

Attachment H - Allocation by Program and Fiscal Year

COCHISE COUNTY

DE111004-001

PY/FY	Year	Program	Amount	Start Date	End Date	Final Report Submission Deadline
PY	2010	ADMIN	\$ 39,315.00	4/1/2010	6/30/2012	8/15/2012
FY	2011	ADMIN	\$ 43,160.00	10/1/2010	6/30/2012	8/15/2012
PY	2010	YOUTH	\$ 242,011.00	4/1/2010	6/30/2012	8/15/2012
PY	2010	ADULT	\$ 43,442.00	7/1/2010	6/30/2012	8/15/2012
FY	2011	ADULT	\$ 206,801.00	10/1/2010	6/30/2012	8/15/2012
PY	2010	DW	\$ 68,379.00	7/1/2010	6/30/2012	8/15/2012
FY	2011	DW	\$ 181,635.00	10/1/2010	6/30/2012	8/15/2012
PY	2010	RR	\$ 10,029.00	7/1/2010	6/30/2012	8/15/2012
FY	2011	RR	\$ 26,640.00	10/1/2010	6/30/2012	8/15/2012
PY	2010	SAS	\$ 54,049.00	7/1/2010	6/30/2013	8/15/2013
PY	2011	AD ADMIN	\$ 2,277.00	7/1/2011	6/30/2013	8/15/2013
PY	2011	YT ADMIN	\$ 28,508.00	4/1/2011	6/30/2013	8/15/2013
PY	2011	DW ADMIN	\$ 5,762.00	7/1/2011	6/30/2013	8/15/2013
FY	2012	AD ADMIN	\$ 27,681.00	10/1/2011	6/30/2013	8/15/2013
FY	2012	DW ADMIN	\$ 24,405.00	10/1/2011	6/30/2013	8/15/2013
PY	2011	YOUTH	\$ 256,575.00	4/1/2011	6/30/2013	8/15/2013
PY	2011	ADULT	\$ 20,491.00	7/1/2011	6/30/2013	8/15/2013
FY	2012	ADULT	\$ 249,131.00	10/1/2011	6/30/2013	8/15/2013
PY	2011	DW	\$ 51,856.00	7/1/2011	6/30/2013	8/15/2013
FY	2012	DW	\$ 219,641.00	10/1/2011	6/30/2013	8/15/2013
PY	2011	RR	\$ 6,101.00	7/1/2011	6/30/2013	8/15/2013
FY	2012	RR	\$ 25,840.00	10/1/2011	6/30/2013	8/15/2013