



BOARD OF SUPERVISORS AGENDA ITEM REPORT AWARDS / CONTRACTS / GRANTS

Award Contract Grant

Requested Board Meeting Date: August 13, 2024

* = Mandatory, information must be provided

or Procurement Director Award:

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

City of Tucson

***Project Title/Description:**

County Summer Youth Program

***Purpose:**

Pima County Community & Workforce Development operates the annual Summer Youth Program, providing real-world work experience for youth 14-21 over the summer, in roles including administrative support, clerk, child care aide, recreation aide, library page, patient care technician, and many more. Youth are placed in opportunities within Pima County and with community partners. As in prior years, City of Tucson seeks to partner with Pima County to permit placement of youth in jobs with the City of Tucson, the cost of which will be reimbursed by the City using American Rescue Plan Act Coronavirus State and Local Fiscal Recovery (ARPA-SLFRF) funds, under City of Tucson's Revenue Reduction Allowance. Under this Intergovernmental Agreement (IGA), participants are Summer Youth applicants. The City will reimburse the County the cost of paying the participants, plus a 10% de minimis indirect cost rate on modified total direct cost.

***Procurement Method:**

The funding award was reviewed and signed by the Pima County Attorney Office.

***Program Goals/Predicted Outcomes:**

To provide 40 accepted applicants (20 per session) with internship roles with the City of Tucson.

***Public Benefit:**

Pima County Summer Youth Program gives youth career skills and helps get them ready for college.

***Metrics Available to Measure Performance:**

Numbers of youth employed in the Pima County Summer Youth Program internships.

***Retroactive:**

Yes, to May 31, 2024. The City of Tucson Mayor & Council approved the IGA at its May 21, 2024 meeting. After the IGA was returned for processing and additional paperwork prepared, the IGA could not be submitted until after the conversion from AMS Advantage to Workday. Therefore, the first available Board meeting is August 13, 2024. If the IGA is not approved, Pima County will not be reimbursed for the cost of the City of Tucson Summer Youth participants.

*6/11/24 approves
7/26/24 (PUC)*

THE APPLICABLE SECTION(S) BELOW MUST BE COMPLETED

Click or tap the boxes to enter text. If not applicable, indicate "N/A". Make sure to complete mandatory (*) fields

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: _____ Department Code: _____ Contract Number (i.e., 15-123): _____
Amendment No.: _____ AMS Version No.: _____
Commencement Date: _____ New Termination Date: _____
Prior Contract No. (Synergen/CMS): _____
Expense Revenue Increase Decrease
Amount This Amendment: \$ _____
Is there revenue included? Yes No If Yes \$ _____

*Funding Source(s) required: _____

Funding from General Fund? Yes No If Yes \$ _____ % _____

Grant/Amendment Information (for grants acceptance and awards)

Award Amendment

Document Type: Grant Department Code: CR Grant Number (i.e., 15-123): 72791
Commencement Date: 5/31/2024 Termination Date: 9/30/2024 Amendment Number: _____
Match Amount: \$ _____ Revenue Amount: \$ 200,000.00

*All Funding Source(s) required: American Rescue Plan Act – Coronavirus State and Local Fiscal Recovery Funds

*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)?
Federal funds passed through the City of Tucson

Contact: Rhonda Pina, Deputy Director
Department: Community & Workforce Development Telephone: 724-4703
Department Director Signature: [Signature] Date: 7/23/2024
Deputy County Administrator Signature: [Signature] Date: 7/29/2024
County Administrator Signature: [Signature] Date: 7/30/2024

**Intergovernmental Agreement
between
Pima County and the City of Tucson
for
Placement of Participants in County Summer Youth Program**

This Intergovernmental Agreement (this “**Agreement**” or “**IGA**”) is entered into by and between Pima County, a body politic and corporate of the State of Arizona (“**County**”) and the City of Tucson, Arizona, a municipal corporation (“**City**” or “**Tucson**”), pursuant to A.R.S. § 11-952.

1. Background and Purpose.

- 1.1. County and City may contract for services and enter into agreements for joint or cooperative action pursuant to A.R.S. § 11-951, et seq. City and County also have the authority to engage in economic development activities under A.R.S. §§ 9-500.11 and 11-254.04, including by providing youth job training and employment opportunities.
- 1.2. County operates a Summer Youth Program (the “**Program**”) that provides internship opportunities for youths ages 14 to 21 providing them with real-world work experience over the summer.
- 1.3. The Program is divided into 2 sessions that occur between June 1, 2024 and August 1, 2024. Program participants will work approximately 30 hours per week and will be paid by County at the rate of \$15.75 per hour.
- 1.4. City wishes to assist with the Program by accepting placement of Program recipients with City (“**Assigned Interns**”).

2. Term. The Term of this Agreement will commence on May 31, 2024, and will terminate on September 30, 2024. If the commencement date is before the date that this Agreement is fully approved and executed by the parties, it will nevertheless be deemed to have been effective as of the commencement date.

3. City Responsibilities. City will:

- 3.1. Identify intern opportunities within the City government and convey that information and a description of expected job duties to the County.
- 3.2. Help County match Program participants to intern positions.
- 3.3. Identify participants who live within City limits and are from low-income zip codes to participate in the city’s program.
- 3.4. Supervisors of Assigned Interns should complete intern worksheets, provide work assignments, and complete an evaluation for each Assigned Intern at the end of the Assigned Intern’s assignment.
- 3.5. Train the Assigned Interns regarding job responsibilities as well as City policies and procedures and supervise their job performance.

- 3.6. Provide safe and appropriate workspaces and equipment necessary for the Assigned Interns to perform their duties.
 - 3.7. Ensure that supervisors have any necessary clearance to work with youth under the age of 18 and have time to supervise the Assigned Interns' performance actively.
 - 3.8. Notify the County promptly if an Assigned Intern's performance is unsatisfactory, their behavior is disruptive or detrimental to the function of the office to which they have been assigned, or they violate any City policies or procedures. The County will immediately withdraw the Assigned Intern upon receipt of such notice.
 - 3.9. Provide and/or facilitate emergency care for Assigned Interns, but the City is not responsible for the cost of such care.
 - 3.10. Based on monthly invoices from County, reimburse County up to a maximum amount of \$200,000 for the cost of providing the Assigned Interns, including the wages paid, other documented direct employee-related expenses, and a 10% administrative fee to cover indirect costs of administration ("**Reimbursable Costs**"). If the City advances any funds to the County, the County will reconcile the amount advanced against Reimbursable Costs and, within 60 days after the Program ends, refund to the City any excess amounts.
4. **County Responsibilities.** County will
- 4.1. Employ and pay the Assigned Interns.
 - 4.2. Ensure that each Assigned Intern meets program criteria.
 - 4.3. With City's assistance, match Program participants to intern positions with City.
 - 4.4. On-board Assigned Interns by training them about the Program requirements and protocols and ensuring that they understand their responsibilities as described in the Intern Responsibility Statement that is attached as **Exhibit A** and sign the form.
 - 4.5. Ensure that liability for negligent and wrongful acts of Assigned Interns, as County employees, are covered by the County's self-insurance program.
 - 4.6. Invoice City for Reimbursable Costs. Invoices must be itemized in a manner reasonably satisfactory to City.
5. **Termination:** Either party may terminate this IGA by providing written notice of termination to the other party. The termination will be effective on the date that is 180 days after the date of the notice. If any monetary payments are owed by one of the parties to the other at the time of termination, all amounts must be invoiced and paid no later than 60 days after the effective date of the termination.
6. **Disposal of Property.** Upon the termination of this IGA, all property involved will revert back to the owner. Termination will not relieve either party from liabilities or costs already incurred under this IGA, nor affect any property ownership pursuant to this IGA.

7. **Indemnification.** Each party (as Indemnitor) agrees to indemnify, defend and hold harmless the other party (as Indemnitee) from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") for bodily injury of any person (including death) or property damage, but only to the extent that such injury or damage is caused or alleged to be caused by a negligent or intentionally wrongful act or omission of the Indemnitor, or of any of its officers, officials, agents, employees, or volunteers.
8. **Insurance.** Each party is aware of the other party's self-insured status and agrees to maintain at its own expense, during the entire term of this IGA, any required insurance to satisfy financial responsibility associated with claims, including attorney fees outlined in section 7, above.
9. **Compliance with Laws.** The parties will comply with all federal, state and local laws, rules, regulations, standards and Executive Orders. The State of Arizona's laws and regulations will govern the parties' rights, the performance of this IGA and any disputes. Any action relating to this IGA will be brought in a court in Pima County.
10. **Non-Discrimination.** The parties 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 in the course of carrying out their duties under this IGA. The parties will comply with the provisions of Executive Order 75-5, as amended by Executive Order 2009-09, which is incorporated into this IGA by reference.
11. **ADA.** The 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.
12. **Severability.** If any provision of this IGA, or any application of a provision to the parties or any person or circumstance, is found by a court to be invalid, that invalidity will not affect other provisions or applications of this IGA that can be given effect without the invalid provision or application.
13. **Conflict of Interest.** This contract is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated herein by reference.
14. **Non-Appropriation.** Notwithstanding any other provision in this IGA, this IGA may be terminated if for any reason the Pima County Board of Supervisors or the Tucson City Council does not appropriate sufficient monies for the purpose of maintaining this IGA. In the event of such cancellation, the parties will have no further obligations under this IGA other than for payment for services rendered prior to cancellation.
15. **Legal Authority.** Neither party warrants to the other its legal authority to enter into this IGA. If a court, at the request of a third person, should declare that either party lacks authority to enter into this IGA, or any part of it, then the IGA, 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.

16. **Worker's Compensation.** Each party will comply with the notice of A.R.S. § 23-1022 (E). For purposes of A.R.S. § 23-1022, irrespective of the operations protocol in place, each party is solely responsible for the payment of Worker's Compensation benefits for its employees.
17. **No Joint Venture.** It is not intended by this IGA to, and nothing contained in this IGA will be construed to, create any partnership, joint venture or employment relationship between the parties or create any employer-employee relationship between a party and the employees of the other party. Neither party will be liable for any debts, accounts, obligations or 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.
18. **No Third-Party Beneficiaries.** Nothing in this IGA is intended to create duties or obligations to or rights in third parties not parties to this IGA or affect the legal liability of either party to the IGA by imposing any standard of care with respect to the maintenance of public facilities different from the standard of care imposed by law.
19. **Counterparts.** This IGA may be executed in counterparts, each of which, when taken together, will constitute one original contract.
20. **Notice.** Any notice required or permitted to be given under this IGA must be in writing and served by delivery or by certified mail upon the other party as follows (or at such other address as may be identified by a party in writing to the other party):

County:

City:

Daphanie Conner, Youth Division Manager
320 N. Commerce Park Loop, 2nd Floor
Tucson, AZ 85745

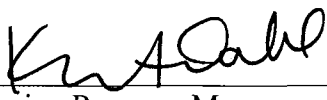
Suzette Yaezenko, Director Human Resources
255 W Alameda, 6th Floor
Tucson, AZ 85701

21. **Entire Agreement.** This document, and any exhibits attached to it, constitutes the entire agreement between the parties pertaining to the subject matter addressed, and all prior or contemporaneous agreements and understandings, oral or written, are superseded and merged into this IGA. This IGA may not be modified, amended, altered or extended except through a written amendment signed by the parties.

PIMA COUNTY:

CITY OF TUCSON

Chair
Board of Supervisors



Regina Romero, Mayor May 21, 2024
Date:

ATTEST:

ATTEST:

Clerk of the Board



Suzanne Mesich, City Clerk May 21, 2024
Date:

Intergovernmental Agreement Determination

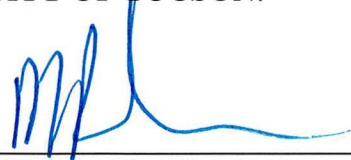
The foregoing Intergovernmental Agreement between Pima County and the City of Tucson has been reviewed by the undersigned, each of whom has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the party they represent.

PIMA COUNTY:



Deputy County Attorney

CITY OF TUCSON:



Mike Rankin, City Attorney

May 21, 2024
Date:

EXHIBIT A

INTERN RESPONSIBILITY STATEMENT

This Acknowledgment is made by the Intern identified below to acknowledge certain duties and responsibilities regarding his/her participation in an internship at the City of Tucson (“City”).

Duties and Responsibilities of Intern

1. The Intern will comply with all applicable policies, procedures, and rules of City.
2. The Intern will participate in orientation, required mandatory education, and skill training as required by the City.
3. The Intern will demonstrate professional behavior appropriate to the environment, including adhering to the professional dress code.
4. The Intern will at all times conduct himself/herself, both at the City and outside normal business hours, in a personally and professionally ethical manner.
5. The Intern will make appropriate arrangements for transportation and be responsible for getting to and from the City facility to which Intern is assigned.
6. The Intern understands and agrees that their participation will be as an Intern and they will not be an employee of City for any purpose and will receive no compensation or benefits as a Intern.
7. The Intern will conform to the assigned work schedule.

I have read and understand this acknowledgment and agree to abide by its terms and conditions:

Intern Name: _____
(Please type or print)

Intern Signature

Date