



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

Award Contract Grant

Requested Board Meeting Date: March 20, 2018

or Procurement Director Award

* = Mandatory, information must be provided

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

Joint Technical Education District (JTED)

***Project Title/Description:**

JTED Student Internship Program

***Purpose:**

The purpose of this Intergovernmental Agreement (IGA) is to establish the terms, conditions, rights and responsibilities of the Community Services Employment and Training Department in the placement of JTED-referred students participating in internships sponsored by Pima County departments. This no-cost IGA does not obligate a department to host an intern.

Attachment: JTED Student Internship Program IGA, CTN-CS-18-122

***Procurement Method:**

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

***Program Goals/Predicted Outcomes:**

The students will earn high school credits while obtaining relevant workplace experiences.

***Public Benefit:**

This IGA 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:**

Pima County and JTED will meet quarterly to review and, if necessary, revise program activities to improve student opportunities.

***Retroactive:**

Yes, the County received the IGA on November 30, 2017. After several language revisions, JTED returned a signed final version on February 23, 2018. If the IGA is not approved, JTED students would not be able to participate in the 2018 Student Internship Program.

To: COB - 3-1-18
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Procure Dept 03/17/18 AM 11:59

Contract / Award Information

Document Type: CTN Department Code: CS Contract Number (i.e., 15-123): 18-122

Effective Date: 3/15/18 Termination Date: 12/31/18 Prior Contract Number (Synergen/CMS): _____

Expense Amount: \$* 0.00 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

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

Amendment No.: _____ AMS Version No.: _____

Effective Date: _____ New Termination Date: _____

Prior Contract No. (Synergen/CMS): _____

Expense or 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: _____ 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 Hart

Department: Community Services Telephone: 724-5723

Department Director Signature/Date: Charles Cox 2/26/18

Deputy County Administrator Signature/Date: G. R. [Signature] 3/1/18

County Administrator Signature/Date: G. R. [Signature] 2/1/18

(Required for Board Agenda/Addendum Items)

**INTERGOVERNMENTAL AGREEMENT BETWEEN
PIMA COUNTY JOINT TECHNICAL EDUCATION DISTRICT (JTED)
AND PIMA COUNTY**

Program Name: JTED Student Internship Program

District: Joint Technical Education District
2855 W. Master Pieces Drive
Tucson, AZ 85741

Purpose: Work experience for students of the Joint Technical Education District in various Pima County departments and offices.

Agreement Term: March 15, 2018 to December 31, 2018

Agreement Amount: No Cost

CONTRACT
NO. <u>CTN-CS-18-122</u>
AMENDMENT NO. _____
This number must appear on all invoices, correspondence and documents pertaining to this contract.

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement ("IGA" or "Agreement") is made and entered into by and between the Joint Technical Education District ("JTED"), a public school district of the State of Arizona and Pima County ("County"), a public body corporate of the State of Arizona.

RECITALS

- A. Pursuant to A.R.S. § 11-254.04 County is authorized to expend public monies for and in connection with economic development activities.
- B. County, through its Community Services, Employment and Training Department ("CSET"), provides a variety of workforce development activities for youth and adults.
- C. JTED provides high school students with technical education in several trades, fields and professions.
- D. JTED has received funding from various sources for the JTED Internship Program. This program will provide JTED students with practical experience in each student's intended trade, field or profession.
- E. JTED finds that students participating in the JTED Internship Program ("interns") will benefit from work experience in appropriate Pima County departments.
- F. The Pima County Board of Supervisors finds that it is in the best interests of the residents of Pima County to allow interns to obtain work experience and employability skills in Pima County departments.

NOW, THEREFORE, the parties agree as follows:

1.0 PURPOSE

This Agreement establishes the terms, conditions, rights and responsibilities of the Parties regarding the placement of JTED Internship Program students in Pima County departments. The interns will earn high school credits while obtaining relevant workplace experiences.

2.0 TERM, EXTENSIONS AND TERMINATION

- 2.1. Term. This Agreement will commence on March 15, 2018 and terminate on December 31, 2018 (the "Initial Term"). "Term," when used in this Agreement, means the Initial Term plus any exercised Extension Options.
- 2.2. Extension Options. County may renew this Agreement for up to four (4) additional periods of up to one (1) year (an "Extension Option"). An Extension Option will be effective only upon execution by the Parties of a formal written amendment.
- 2.3. This Agreement may be modified, amended, altered or extended only by a written amendment signed by the parties. County must approve any amendment to the Agreement before services commence under the amendment. This Agreement will be amended in order to comply with changes in the JTED Internship Program or requirements of the grants received by JTED that support interns' activities under this Agreement.
- 2.4. Either party may cancel this Agreement at any time, with or without cause, by giving a thirty (30) day advance written notice to the other party. The notice period will commence on the date of mailing of the written notice by certified mail or personal delivery. Upon termination, neither party will have any obligation to the other, except for any payments due and owing to the other (or to interns) prior to termination.

3.0 OBLIGATIONS

3.1. JTED will:

- 3.1.1. Ensure that each intern placed with County:
 - 3.1.1.1. Is enrolled in courses necessary to obtain the knowledge and skills required for success on the job;
 - 3.1.1.2. Possesses needed skills and knowledge in their chosen trade, field, or profession and understands applicable safety standards and requirements;
 - 3.1.1.3. Has a means to travel to the County site and to return home from the site each day; and
 - 3.1.1.4. Is aware of, and complies with, JTED, County and County department codes and policies for dress and conduct.
- 3.1.2. Monitor each intern's progress no less than twice each week during the internship with County.
- 3.1.3. Review each intern's performance with a representative of the applicable County department, as appropriate.
- 3.1.4. Provide worker compensation and liability insurance policies for each intern.
- 3.1.5. Serve as fiscal agent for the funds which support the internships with County.
- 3.1.6. Pay all interns hourly wages or incentives out of funds secured from outside funding sources.
- 3.1.7. Retain the right to dismiss an intern from the JTED Internship Program and withdraw that intern from the County internship assignment for violating JTED student codes.
- 3.1.8. Inform County regarding the numbers and types of internships that qualify under the designated grant fund source, along with timeframes for completion of each particular internship.

- 3.1.9. Provide orientation training and materials to each intern. The materials must cover, at a minimum:
 - 3.1.9.1. Timekeeping;
 - 3.1.9.2. Work schedules;
 - 3.1.9.3. Attendance;
 - 3.1.9.4. Work expectations;
 - 3.1.9.5. Pay dates; and
 - 3.1.9.6. Completion of necessary paperwork.
- 3.1.10. Provide a copy of the materials described in paragraph 3.1.9 above to each County worksite supervisor.
- 3.1.11. Immediately remove any inter from the assignment if County terminates the internship pursuant to paragraph 3.2.9 below.
- 3.2. **Pima County**, through CSET, will:
 - 3.2.1. Designate a staff member ("internship contact") to receive referrals from JTED.
 - 3.2.2. Locate, if possible, appropriate internship opportunities within the County related to the types of internships identified by JTED pursuant to paragraph 3.1.8 above.
 - 3.2.3. Review referrals, interview (with the County department) students and determine appropriate placement, if any, with a County department.
 - 3.2.4. Enter each student referred into the CSET Participant Tracking System.
 - 3.2.5. Register each selected intern in an Employability Skills seminar prior to commencement of the internship. If a selected intern fails, without good cause, to attend the seminar, he or she will not be allowed to participate in the internship.
 - 3.2.6. Ensure that each County department that accepts intern(s):
 - 3.2.6.1. Identifies a staff member to monitor and oversee the intern(s);
 - 3.2.6.2. Provides an orientation to the job, including appropriate written materials, prior to the commencement of the internship;
 - 3.2.6.3. Provides work experiences that will introduce the intern to the range or work activities and tasks conducted by the department; and
 - 3.2.6.4. Reports intern attendance and work records to CSET for forwarding to JTED.
 - 3.2.7. If deemed appropriate, utilize 'Internships 101: Business Friendly Toolkit' to develop, structure, monitor and evaluate internships and intern progress.
 - 3.2.8. Arrange site visits by JTED representatives to monitor intern activities as set forth in paragraph 3.1.2.
 - 3.2.9. In its sole discretion, terminate the participation of any intern for failure to comply with the requirements of the job or for violating County or County department rules or policy.
- 3.3. **JTED and County** will:
 - 3.3.1. Work together to ensure, to the greatest extent possible, that each internship position in County will provide work experience relevant to the assigned intern; and
 - 3.3.2. Meet quarterly to review and, if necessary, revise program activities to improve intern opportunity, comply with funding source requirements, or accommodate County needs.

4.0 STANDARD PROVISIONS

- 4.1 No Joint Venture. Each party will retain complete control and jurisdiction over all programs of its own that are outside of this Agreement, and nothing in the execution of this Agreement or in its performance will be construed to establish a joint venture of the parties.
- 4.2 Americans with Disabilities Act. 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.
- 4.3 Non-Discrimination. The parties will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this Agreement, including flow down of all provisions and requirements to any subcontractors. During the performance of this Agreement, 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.
- 4.4 Confidentiality. If the Parties are provided with access to confidential information, including personnel or student records, health and safety reports, or any other documentation of a private or confidential nature, the Parties will handle and store such information in a secure manner so as to prevent that information from being: lost; published; or, otherwise disseminated or intercepted by unauthorized persons. Upon expiration or termination of the Agreement, the Parties will ensure that all confidential information acquired is either promptly returned to the originating Party or continued to be maintained in a confidential and secure manner until the information is properly destroyed at the end of any applicable retention period. The obligations of this paragraph will survive the termination of the Agreement.
- 4.5 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") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the Indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.
- 4.6 Insurance. Each party will maintain insurance, or be self-insured, to cover any potential liability arising during the performance under this Agreement.
- 4.7 Compensation. Each party will be responsible for funding and maintaining a budget for any aspect of the program for which that party is responsible.
- 4.8 Ownership of Property. Upon termination of this Agreement, equipment furnished or purchased by the JTED for the program will be retained by the JTED, and equipment furnished or purchased by County will be retained by County.
- 4.9 Conflict of Interest. This Agreement is subject to cancellation for conflict of interest pursuant to ARS § 38-511, the pertinent provisions of which are incorporated into this Agreement by reference.
- 4.10 Independent Contractors. JTED employees and students participating in an internship at County, will not be considered to be employees of County. County employees will not be considered employees of JTED. Except as provided in A.R.S. § 23-1022(D), nothing in this Agreement or its performance shall be construed to result in any person being deemed to be an officer, agent, or employee of either party when such person, absent this Agreement and its performance, would not have such status.

4.11 Labor Law. Parties will observe and comply with all the present labor laws, Federal and State, together with any amendments or modifications thereof that from time to time may be made throughout the duration of this Agreement.

5.0 ENTIRE AGREEMENT

5.1 This document constitutes the entire agreement between the parties pertaining to the subject it addresses and supersedes all prior or contemporaneous agreements and understandings, oral or written.

5.2 No verbal agreements or conversations with any officer, agent or employee of County prior to or after the execution of this Contract will affect or modify any of the terms or obligations contained in any documents comprising this Contract. Any such verbal agreements are unofficial information and in no way binding upon County.

IN WITNESS THEREOF, the parties have affixed their signatures to this IGA on the date written below.

PIMA COUNTY

JTED

Chair, Board of Supervisors

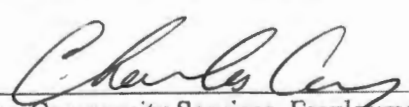


Assistant Superintendent & Chief Financial Officer

ATTEST

Clerk of the Board

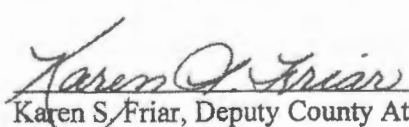
APPROVED AS TO CONTENT



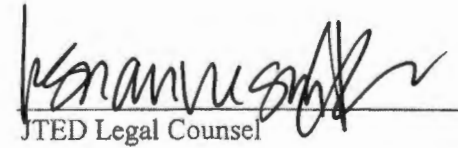
Director, Community Services, Employment
and Training

REVIEWED AND APPROVED AS TO FORM

Pursuant to A.R.S. § 11-952(D), the attorney for each of the parties has determined that the foregoing Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the party which such attorney represents.



Karen S. Friar, Deputy County Attorney



JTED Legal Counsel