



Contract Number: CT-CS-15-369
Effective Date : 5-1-15
Term Date : 8-31-15
Cost : \$81,360.36
Revenue : _____
Total : _____ NTE: _____
Action : _____
Renewal By : 6-1-15
Term : 8-31-15
Reviewed by: VR

BOARD OF SUPERVISORS AGENDA ITEM SUMMARY

Requested Board Meeting Date: 4/7/15

ITEM SUMMARY, JUSTIFICATION &/or SPECIAL CONSIDERATIONS:

Background

Altar Valley School District will provide additional summer education and initial work experience in a rural area that offers fewer employment opportunities than can be found in the urban area. The program mixes classroom instruction that helps each youth target academic areas they need to improve, along with work experience that helps them earn a wage and gain an understanding of the world of work.

School District and County in entering into this IGA have relied upon information provided in the Pima County Solicitation RFP No. CSET-WF-2011-01 including the Instructions to Bidders, Standard Terms and Conditions, Specific Terms and Conditions, Solicitation Addenda, Contractor's Proposal and on other information and documents submitted by the Contractor in its' response to said Solicitation.

School District is entitled to payment of 60% of the total cost per student after the student is enrolled and has attended 3 days of the program (enrollments occur in the month of June). The remaining 40% of the total cost for the student shall be available when the student completes the program and has received a certificate of completion (completions occur in July and August).

The IGA is for four (4) months.

Effective Date: 5/1/15

Termination Date: 8/31/15

Contract Amount: \$81,360.36

Contract Officer: Risé Hart, 724-5723

Payment System: AMS

CONTRACT NUMBER (If applicable): CT-CS-15-369

STAFF RECOMMENDATION(S):

To be approved by Board of Supervisors.

CORPORATE HEADQUARTERS: _____

CLERK OF BOARD USE ONLY: BOX M.G.

ITEM NO.

PIMA COUNTY COST: \$81,360.36

and/or REVENUE TO PIMA COUNTY: _____

FUNDING SOURCE(S): Pima County General Fund

Advertised Public Hearing:

		YES	X	NO
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Board of Supervisors District:

1		2		3		4		5		All	XX
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IMPACT:

IF APPROVED:

With the assistance of the Contractor, Pima County will be able to provide summer youth activities in workforce development to local Pima County youth.

IF DENIED:

Without the assistance of the Contractor, summer youth activities provided to youth in Pima County may be jeopardized.

DEPARTMENT NAME: Community Services

CONTACT PERSON: Risé Hart

TELEPHONE NO.: 724-5723

[illegible]

Agreement Amount: \$81,360.36

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- 1.3. Amendments extending the termination date, must be fully executed by both parties before any services under the amendment commences.

2.0 PAYMENT

- 2.1. In consideration of the services specified in Exhibit A of this contract, County agrees to pay District in an amount not-to-exceed **\$81,360.36**. Payment for services will be as set forth in **Exhibit A -- Scope of Work**.
- 2.2. District shall certify each request for payment for services under this Agreement, which shall be accompanied by supporting documentation. Upon request, District shall provide County with additional supporting documentation. All documentation is subject to verification by County representatives to determine whether payment is due. Requests for payment shall be submitted to the County by the 15th working day of each month for the previous month of service.
- 2.3. District may not bill County for costs which are eligible to be paid by a source other than those funds available under this Agreement. District must notify County within ten (10) days of notification or receipt of alternative funding for costs which would otherwise be subject to payment pursuant to this Agreement.
- 2.4. Payment by County will generally occur thirty (30) days from the date of invoice. District should budget their cash needs accordingly.
- 2.5. District shall, within 30 days of a request from County, remit to County the portion of any payment, which exceeds the amount owed under this Agreement.
- 2.6. Advances: County may advance funds allocated under this Agreement, subject to the following:
 - 2.6.1. Only if the Director of Community Services, Employment and Training Department ("CSET") finds that the advance is justified by extraordinary circumstances.
 - 2.6.2. District's report of cumulative and projected expenditures and earnings in performance of this Agreement, shall accompany and support District's written request for an advance.
 - 2.6.3. Advance payments are a debt of District to County. County shall not pay for activities and expenditures billed by District under this Agreement until the total amount payable by County exceeds the amount of outstanding advance payments.
- 2.7. Unless, within thirty days after an advance payment, activities and expenditures billed by District and payable by County under this Agreement equal or exceed the amount of the advance payment, District shall immediately repay the difference to County. Any Interest income in excess of \$250 earned on funds advanced and deposited in interest bearing accounts shall be remitted to County annually.

3.0 SCOPE OF SERVICES

- 3.1. This Agreement establishes the terms and conditions under which District will provide County with services in accordance with the attached **Exhibit A -- Scope of Work**.
- 3.2. All services shall comply with the requirements and specifications as called for in this Agreement, documents contained or referenced in Pima County Solicitation No. CSET-WF-2011-01, and District's response to said solicitation. These documents are incorporated into and made a part of this Agreement as if set forth in full herein.

4.0 INSURANCE

- 4.1. District shall obtain and maintain at its own expense, during the entire term of this Agreement the following type(s) and amounts of insurance:
- 4.1.1. Commercial General Liability in the amount of \$2,000,000.00 combined single limit Bodily Injury and Property Damage. The policy shall be endorsed to include coverage for sexual abuse and molestation. Pima County is to be named as an additional insured for all operations performed within the scope of the Agreement between Pima County and District;
 - 4.1.2. Commercial or Business automobile liability coverage for owned, non-owned and hired vehicles used in the performance of this Agreement with limits in the amount of \$1,000,000.00 combined single limit or \$1,000,000.00 Bodily Injury, \$1,000,000.00 Property Damage;
 - 4.1.3. If this Agreement involves professional services, professional liability insurance in the amount of \$1,000,000.00; and,
 - 4.1.4. If required by law, workers' compensation coverage including employees' liability coverage.
- 4.2. Prior to performing any work or receiving any payment pursuant to this Agreement, Pima County Community Services Department must have current Certificates of Insurance. All Certificates of Insurance must provide for a guaranteed thirty days written notice of cancellation, non-renewal or material change.
- 4.3. If the District is self-insured under the State of Arizona Self Insurance Program or other acceptable program, such self-insurance shall satisfy the requirements set forth above.

5.0 NOTICES

District shall give written notice of any change of address not more than fifteen days after the change is effective. Any notice required or permitted to be given under this Agreement shall be in writing and shall be served by delivery or by certified mail upon the other party as follows:

County:

Arthur Eckstrom, Director
Pima County Community Services
Employment & Training Department
797 E. Ajo Way, 3rd Floor
Tucson, AZ 85713

District:

Nathan McCann
Superintendent
Altar Valley School District
HC 01 Box 130
Tucson, AZ 85736

6.0 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.

7.0 TERMINATION/SUSPENSION

- 7.1. Termination for Convenience: County reserves the right to terminate this Agreement at any time and without cause by serving upon District 30 days advance written notice of such intent to terminate, except if grant funding is terminated, the provisions of Paragraph 7.4 apply.. In the event of such termination, County's only obligation to District shall be payment for services rendered prior to the date of termination.
- 7.2. Suspension: County may suspend operations and payments under this Agreement immediately under the following circumstances:
- 7.2.1. For violation of Agreement requirements;
 - 7.2.2. Unsafe working conditions;
 - 7.2.3. Violation of Federal or State law,;
 - 7.2.4. Lack of reasonable progress in accomplishing objectives and schedules contained in this Agreement; or
 - 7.2.5. At any time if the Board of Supervisors or Pima County Administration determines that it is in the county's best interest to suspend this Agreement.
- 7.3. In the event of a suspension of operations and payments under this Agreement, District provide information and documents to evaluate the status of performance and to determine whether the Agreement should be continued.
- 7.4. Grant-Funded Agreement: If this is a grant-funded project, payments obligations of County shall not exceed the amount of funds allocated to and made available to County for this project. The maximum funding under this Agreement is subject to availability and continuation of grant funding. This amount may be increased or decreased at any time due to reduction, termination, or any other change in funding. County also reserved the right to terminate or suspend the Agreement in whole or in part, with out prior notice if any third party providing funds which the County uses to pay obligations pursuant to this Agreement suspends, cancels or terminates its Agreement with County or gives notice to County of intent to suspend or terminate its Agreement with County.
- 7.5. Non-Appropriation: Notwithstanding any other provision in this Agreement, this Agreement may be terminated if for any reason, there are not sufficient appropriated and available monies for the purpose of maintaining County or other public entity obligations under this Agreement. In the event of such termination, County shall have no further obligation to District, other than for services rendered prior to termination.

8.0 DISPOSAL OF PROPERTY

Termination shall not relieve any party from liabilities or costs already incurred under this Agreement, nor affect any ownership of property pursuant to this Agreement.

9.0 COMPLIANCE WITH LAWS

- 9.1. District shall comply with all federal, state and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Agreement. The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this Agreement and any disputes hereunder. Any action relating to this Agreement shall be brought in a court of the State of Arizona in Pima County. Any changes in the governing laws, rules and regulations during the terms of this Agreement shall apply but do not require an amendment.

9.2. District, as Subcontractor, warrants compliance with all applicable laws, regulations, requirements and special provisions, in carrying out its obligations pursuant to this Agreement, as set forth in Exhibit B, Subcontractor's Warranties.

10.0 NON-DISCRIMINATION

District agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 **including flow down of all provisions and requirements to any subcontractors.** Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive order 75-5 and may be viewed and downloaded at the Governor of the State of Arizona's website:

<http://www.azsos.gov/aar/2009/46/governor.pdf>

These provisions are hereby incorporated into this contract as if set forth in full herein. During the performance of this contract, District shall 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.

11.0 AMERICAN DISABILITIES ACT (ADA)

Both Parties shall 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. If District is carrying out a government program or services on behalf of County, then District shall maintain accessibility to the program to the same extent and degree that would be required by the County under 28 CFR Sections 35.130, 35.133, 35.149 through 35.151, 35.160, 35.161 and 35.163. Failure to do so could result in the termination of this Agreement.

12.0 SEVERABILITY

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable to the full extent permitted by law.

13.0 CONFLICT OF INTEREST

This Agreement 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.

14.0 LEGAL AUTHORITY

Neither party warrants to the other its legal authority to enter into this Agreement. If a court, at the request of a third person, should declare that either party lacks authority to enter into this Agreement, or any part of it, then the Agreement, or parts of it affected by such order, shall be null and void, and no recovery may be had by either party against the other for lack of performance or otherwise.

15.0 WORKER'S COMPENSATION

Each party shall comply with the notice provisions of A.R.S. § 23-1022(E). For purposes of A.R.S. § 23-1022, each party shall be considered the primary employer of all personnel currently or hereafter employed by that party, irrespective of the operations of protocol in place, and said party shall have the sole responsibility for the payment of Worker's Compensation benefits or other fringe benefits of said employees.

16.0 NO JOINT VENTURE

It is not intended by this Intergovernmental Agreement to, and nothing contained in this Intergovernmental Agreement shall be construed to, create any partnership, joint venture or employment relationship between the parties or create any employer-employee relationship between either party and the other party's employees. Neither party shall 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.

17.0 NO THIRD PARTY BENEFICIARIES

Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement or affect the legal liability of either party to the Agreement by imposing any standard of care different from the standard of care imposed by law.

18.0 FINGERPRINTS

District shall comply with applicable provisions of A.R.S. § 46-141, which are hereby incorporated as provisions of this Agreement.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

19.0 ENTIRE AGREEMENT

This document constitutes the entire Agreement between the parties pertaining to the subject matter, hereof, and all prior or contemporaneous Agreements and understandings, oral or written, are hereby superseded and merged herein. This Agreement shall not be modified, amended, altered or extended except through a written amendment.

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

PIMA COUNTY


Chair, Board of Supervisors

Date

ATTEST

Clerk of the Board

SCHOOL DISTRICT

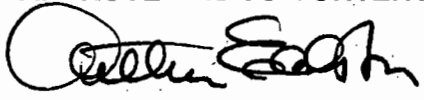

School District's Authorized Signature

David Dimer
Name (please print)

Superintendent
Title (please print)

3/5/15
Date


APPROVED AS TO CONTENT

 3-2-15

Employment & Training Director Date
Community Services

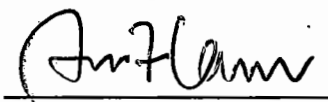
APPROVED AS TO FORM pursuant to A.R.S. § 11-952(D), the attorneys for the parties hereto have determined that the foregoing Agreement is in proper form and is within the powers and authority granted to each respective body under the laws of the State of Arizona.

Pima County:

 2-2-15

Karen S. Friar, Date
Deputy County Attorney

Altavalle School District:

 3-5-15

Attorney Date

EXHIBIT A SCOPE OF WORK

Contractor: Altar Valley School District ("District")

Program: Summer Work Experience Combined with Academic Instruction

- I. **PROGRAM OVERVIEW.** District will work with public and private employers to provide summer work experiences ("SWE") to youth. District will provide each youth with academic instruction in reading, writing, math and science ("the core areas").
- II. **FUNDING.** Funding shall be from the Pima County General Fund.
- III. **PROGRAM GOALS.** Increase academic skills of SWE participants for academic success and graduation and provide work experience that will enhance entry into the workforce.
- IV. **PROGRAM ACTIVITIES**
 - A. **Level of service.** District shall serve up to 35 youth. SWE participants will be:
 1. Students of the Altar Valley School District or nearby school districts; and
 2. Age 14 through 21.
 - B. **Staffing.** District shall provide the following staff:
 1. At least one (1) FTE educational staff person for every 20 participants in the education setting; and
 2. One (1) FTE staff for every 5 participants in the worksite setting.
 - C. **Education.** For each SWE participant enrolled in SWE, District shall provide the following:
 1. Prior to placement, testing to determine each participant's deficiencies in the core areas.
 2. Orientation covering, at a minimum:
 - a. Time keeping procedures;
 - b. Class and work schedule;
 - c. Payroll schedules; and
 - d. Completing necessary paperwork.
 3. Basic education instruction focusing primarily on the core areas.
 - D. **Worksite recruitment and development.** To develop worksite programs to provide adequate working opportunities for participants, District shall:
 1. Identify work places in and around the Three Points area that can provide appropriate, positive and meaningful work experience to SWE participants.
 2. For each worksite that agrees to participate, District shall:
 - a. Obtain a **written job description** for each position to be filled by a participant. Ensure the description complies with child labor laws and any other laws, policies and safety guidelines applicable to the participant's age.
 - b. Execute a **Worksite Agreement** that commits the employer to:

- i. Supervise each participant placed at the worksite at all times;
 - ii. Provide no less than one (1) supervisor for every five (5) participants;
 - iii. Only assign tasks to a participant that are consistent with the job description provided;
 - iv. Adhere to child labor laws and any other laws, policies and safety guidelines applicable to the participant's age and the funding source requirements;
 - v. Assume liability for any participant's injury or damage to participant's property that occurs at the worksite; and
 - vi. Ensure that work experience arrangements do not unfavorably impact current employees and do not impair existing contracts for services or collective bargaining agreements.
 - c. Provide orientation for worksite supervisors that includes, at a minimum:
 - i. A review of the Worksite Agreement;
 - ii. Job and worksite safety issues; and
 - iii. Child labor laws.
 - d. Monitor worksites to ensure compliance with child labor laws, safety regulations and applicable employment policies.
- E. Participant performance. For each SWE participant, Contract shall:
- 1. Ensure work experience and academic instruction for a total of 180 hours (six (6) weeks, five (5) days per week and six (6) hours per day).
 - 2. Visit worksites and monitor performance at least weekly to ensure participant is performing the duties outlined in the applicable job description.
 - 3. Every other week, obtain evaluations from worksite supervisors of each participant's work-readiness and abilities to perform the duties and tasks set forth in the job description.
 - 4. When problems arise:
 - a. Intervene and work with the participant and the employer to help the participant maintain the job; and
 - b. Take other appropriate action, including referring participant to additional services.
- F. Participant remuneration. District shall pay each SWE participant:
- 1. Achievement incentives and stipends not to exceed minimum wage for each hour of basic education attendance; and
 - 2. Minimum wage plus required fringe for each hour worked at the assigned worksite.
- G. County responsibilities. County shall:
- 1. Recruit SWE participants from the Three Points area.
 - 2. For each participant:
 - a. Determine eligibility for available funding;
 - b. Assess education level; and
 - c. Provide participants with bus passes and other supportive services, as needed.

- V. **PROGRAM LOCATION.** Altar Valley Middle School and various worksites in the Three Points area of Pima County.
- VI. **TARGET POPULATION.** Youth ages 14 through 18 who live in the 85735 and 85736 zip code areas.
- VII. **OUTCOMES.** The following results are expected of the program:
- A. 90% of SWE participants will successfully complete at least 93% of work and education hours (167 hours).
 - B. Each SWE participant shall:
 1. Attain at least 80% proficiency in the work readiness skills set forth in **Exhibit C – Skill Attainment Record**;
 2. Receive at least ½ high school credit in one or more core areas upon successful completion of the academic component; and
 3. Gain one-half grade level as measured by pre- and post-program assessment using the TABE.
- VIII. **REPORTING.** No later than September 15, 2015. District shall report the following program information to County's Youth Program Manager:
- A. For each SWE participant:
 1. Enrollment and attendance records.
 2. Completion results and completion certificates.
 3. Outcome of the pre/post testing for work readiness and basic skills.
 4. Participant's worksite agreement.
 - B. Youth who leave program for either post-secondary education or unsubsidized employment.
 - C. Completed Skill Attainment Record (**Exhibit C**).

IX. **BUDGET**

- A. District shall be paid on a Unit Cost basis, for the period of May 1, 2015 through August 31, 2015, as follows:

Budget Item	# Participants	Amount	Total Amount
Enrolled participants	35	\$1,394.75	\$48,816.25
Completed participants	31	\$1,049.81	\$32,544.11
Total Budget	---	---	\$81,360.36

- B. District shall be entitled to payment of 60% of the total cost per student after the student is enrolled and has attended 3 days of the program. The remaining 40% of the total cost for the student shall be available when the student completes the program and has received a certificate of completion.
- C. Total payment under this Work Statement shall not exceed **\$81,360.36**.

END OF EXHIBIT A

EXHIBIT B
SUBCONTRACTOR'S WARRANTIES

As evidenced by the signature of District's authorized representative in the space provided after this paragraph, District certifies that, in carrying out its obligations pursuant to this Agreement, it shall comply with applicable laws, regulations, requirements and special provisions as follow:

1. Workforce Investment Act, P.L. 105-220, and regulations adopted pursuant to that Act, including 20 CFR Part 652, et al, and 29 CFR Part 37
2. Child labor laws, including, but not limited to A.R.S. § 23-230 *et seq*, to the extent that such provisions are applicable due to statute, case law, County contract or other legal authority.
3. Fingerprinting, including but not limited to A.R.S. § 46-141, to the extent that such provisions are applicable due to statute, case law, County contract or other legal authority.
4. District certifies that no funds provided pursuant to this Contract shall be used for any partisan or non-partisan political activity or to further the election or defeat of any candidate for public office. No funds provided pursuant to this Contract shall be used to transport voters or prospective voters to and from the polls or render similar assistance in connection with any such election or any voter registration activity.
5. Arizona Department of Economic Security Special Terms and Conditions
6. 29 CFR Part 96, Single Audit Act
7. 29 CFR Parts 33 and 34, Nondiscrimination and Equal Opportunity Requirements
8. Fair Labor Standards Act, and regulations adopted pursuant to that Act
9. 29 CFR Part 98, Debarment and Suspension; Drug Free Workplace
District certifies that neither it nor its principals are presently debarred, suspended, proposed for Debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
10. 29 CFR Part 93 Lobbying Certification
College certifies that no federal funds have been paid or will be paid, by or on behalf of the College to any person or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal Agreement, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative contract.
11. 29 CFR Part 97, Uniform Administrative Requirements for State/local Governments and Indian Tribes
12. OMB Circular A-87, Cost Principles for State/Local Governments and Indian Tribes.

ARIZONA DEPARTMENT OF ECONOMIC SECURITY-
Workforce Investment Act

SKILL ATTAINMENT RECORD- WORK READINESS EDUCATION SKILLS

PARTICIPANT'S NAME:				SOC. SEC. NO				REGISTRATION DATE:			
TRAINING SITE					TRAINING SITE (Skills 7-12)						
POINT OF DETERMINATION (Skills 1-6)					POINT OF DETERMINATION (Skills 7-12)						
					(1)						
SKILL	Name of Assessment	(2) Proficiency Requirement	Pre-Test Score	Date Goal Set in ISS	IN NEED OF TRAINING		(3) Training Provided	Post-Test Score	Date Goal Achieved	(4) Skill Attained	
					Yes	No				Yes	No
1. Making Career Decisions	EST	80%	%				IN CLASSROOM E.S.T.	%			
2. Using Labor Market Information	EST	80%	%				IN CLASSROOM E.S.T.	%			
3. Preparing Resumes	EST	80%	%				IN CLASSROOM E.S.T.	%			
4. Completing Application	EST	80%	%				IN CLASSROOM E.S.T.	%			
5. Interview/Writing Follow-Up Letters	EST	80%	%				IN CLASSROOM E.S.T.	%			
6. Survival-Daily Living Skills	EST	80%	%				IN CLASSROOM E.S.T.	%			
7. Maintaining Regular Attendance	EST	90%	P/N				WEX	%			
8. Being Consistently Punctual	EST	90%	P/N				WEX	%			

9. Exhibiting Appropriate Attitude/ Behaviors	EST	80%	P/N				WEX	%			
10. Presenting Appropriate Appearance	EST	80%	P/N				WEX	%			
11. Demonstrating Good Interpersonal Relations	EST	80%	P/N				WEX	%			
12. Completing Tasks Effectively	EST	80%	P/N				WEX	%			

TOTAL IN NEED OF TRAINING

(Minimum 5 of 12 Core Skills needed for attainment of Youth Work Readiness Skill)

SKILLS ATTAINED

(100% Requirement)

TOTAL

- (1) Enter the stage in the process where the pre-assessment was made (intake, assessment, orientation, etc.)
- (2) Enter LWIA-approved level of achievement (benchmark) for each skill.
- (3) Enter the program activity(ies) where training occurred.
- (4) Participant must demonstrate proficiency at the required benchmark in all Work Readiness Skills.

**LEVEL
ATTAINED**