



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

Requested Board Meeting Date: May 19, 2015

or Procurement Director Award ☐

**Contractor/Vendor Name (DBA):** Tucson Urban League (TUL), Inc.

**Purpose:**

Provide Summer Youth Activities with subsidized work experience to One Stop youth participants to prepare them for the workforce and encourage them to stay in school or return to school. **This contract is for four (4) months.**

**Project Title/Description:**

Summer Youth - Subsidized Work Experience for 40 One Stop youth participants, Academic Instruction for 25 One Stop youth participants, and 40 youth participants for the Green Work Experience Program (Energy efficient building, construction, and retrofit industries; Renewable electric power industry; Energy efficient and advanced drive train vehicle industry; Biofuels industry; Deconstruction and material use industries; Energy efficient assessment industry serving residential, commercial, or industrial sectors; and Manufacturers that produce sustainable products using environmentally sustainable processes and materials.)

**Procurement Method:**

Request for Proposals No. RFP-CSET-WF-2011-01

**Program Goals/Predicted Outcomes:**

Provide work experience to youth that will enhance entry into the workplace. 90% of participants will successfully complete at least 90% of work hours and attain at least 80% proficiency in the work readiness skills.

**Public Benefit:**

Increases Pima County's economic development by helping to develop a trained and productive labor force that meets employers needs.

**Metrics Available to Measure Performance:**

1. Attendance records
2. Completion certificates
3. Pre/post testing of work readiness skills
4. Skill Attainment Record

**Retroactive:**

N/A

To: COB - 5-6-12 (1)  
Ver. 1  
Vendor -  
Pgs. 17

Procure Dept 04/29/15 PM02:14

Document Type: Contract Department Code: CS Contract Number (i.e., 15-123): 15-437

Effective Date: 6/1/15 Termination Date: 9/30/15

☒ Expense Amount: \$ 146,691.12 ☐ Revenue Amount: \$ \_\_\_\_\_

Funding Source(s): Pima County General Funds

Cost to Pima County General Fund: \$146,691.12

Contract is fully or partially funded with Federal Funds? ☐ Yes ☒ No ☐ Grant Not Applicable

Were insurance or indemnity clauses modified? ☐ Yes ☒ No ☐ Grant Not Applicable

Vendor is using a Social Security Number? ☐ Yes ☒ No ☐ Grant Not Applicable

If Yes, attach the required form per Administrative Procedure 22-73.

### Amendment Information

Amendment No.: \_\_\_\_\_ AMS Version No.: \_\_\_\_\_

Effective Date: \_\_\_\_\_ New Termination Date: \_\_\_\_\_

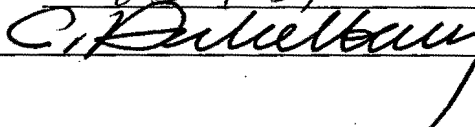
☐ Expense ☐ Revenue ☐ Increase ☐ Decrease Amount: \$ \_\_\_\_\_

Contact: Rise Hart

Department: Community Services Telephone: 724-5723

Department Director Signature/Date:  4-27-15

Deputy County Administrator Signature/Date:  4-29-15

County Administrator Signature/Date:  4/29/15  
(Required for Board Agenda/Addendum Items)

**PIMA COUNTY COMMUNITY SERVICES,  
EMPLOYMENT AND TRAINING DEPARTMENT  
PROFESSIONAL SERVICES CONTRACT**

Program Name: Summer Youth  
Contractor: Tucson Urban League, Inc.  
2305 S. Park Ave.  
Tucson, Arizona 85713  
(520) 791-9522 Fax 623-5754

DUNS: 123721441

Program Description: Provide subsidized work experience to participants referred by the County to Contractor, to prepare them for the workforce, ensure participants have the skills needed to enter into the workplace and, if applicable, to encourage them to stay in school or return to school.

Contract Term: June 1, 2015, or upon execution by Pima County Board of Supervisors, whichever is later, through September 30, 2015.

Contract Amount: \$146,691.12

Funding: Pima County General Funds

**Recitals**

This Contract is made by and between Pima County, a body politic and corporate of the State of Arizona, ("County") and Tucson Urban League, Inc., a non-profit corporation authorized to do business in the State of Arizona ("Contractor").

WHEREAS, County operates the One Stop Career Center System local workforce program; and

WHEREAS, pursuant to A.R.S. § 11-254.04, County may appropriate and spend public monies for and in connection with activities that the County Board of Supervisors finds and determines will assist in the creation or retention of jobs or will otherwise improve or enhance the economic welfare of County inhabitants; and

WHEREAS, County finds that the provision of workforce development services is in the best interest of the residents of the County and therefore, requires the services of a Contractor qualified to provide such services to local residents; and

WHEREAS, County's Workforce Investment Board ("WIB"), issued Request for Proposals No. RFP-CSET-WF-2011-01 ("the RFP") for workforce development services for youth; and

WHEREAS, Contractor has submitted a response to the RFP that is beneficial to the residents of the County; and

WHEREAS, the Pima County Board of Supervisors finds that Contractor has specialized training and expertise in providing workforce development services for youth; and

WHEREAS, the Pima County Board of Supervisors finds that entering into this Contract is in the best interests of the residents of Pima County.

<b>CONTRACT</b>
NO. <u>CT-CS-1510000000000000000437</u>
AMENDMENT NO. _____
This number must appear on all invoices, correspondence and documents pertaining to this contract.

**NOW, THEREFORE, the parties agree as follows:**

**1.0 TERM AND EXTENSIONS**

- 1.1 This Contract, as awarded by County, will commence on June 1, 2015 or upon execution by the Pima County Board of Supervisors, whichever is later, and will terminate on September 30, 2015, unless sooner terminated or further extended pursuant to the provisions of this Contract. The County will have the option to renew this Contract for up to one (1) twelve month period or any portion thereof.
- 1.2 Any modification or extension of the contract termination date must be by formal written amendment executed by the parties hereto.
- 1.3 Any amendments to the Contract must be approved by the County before any services under the amendment commences.

**2.0 SCOPE OF SERVICES**

- 2.1 Contractor will:
  - 2.1.1 Provide the County with the services described in the attached **Exhibit A** in accordance with the terms and conditions of this Contract.
  - 2.1.2 Employ suitably trained and skilled personnel to perform all services under this Contract.
  - 2.1.3 Perform its duties under this Contract in a humane and respectful manner and in compliance with any applicable professional standards. Contractor must obtain and maintain all applicable licenses, permits and authority required for its performance under this Contract.
- 2.2 Unless otherwise provided for herein, the personnel delivering Contract services must:
  - 2.2.1 Be employees or volunteers of the Contractor;
  - 2.2.2 Satisfy any qualifications set forth in this Contract; and
  - 2.2.3 Be covered by personnel policies and practices of Contractor.
- 2.3 Contractor's employees and volunteers will not be considered officers, employees or agents of the County.
- 2.4 Contractor certifies that no individual or agent has been employed or retained to solicit or secure this Contract for commission, percentage, brokerage or contingent fee except a bona fide employee whose job duties include securing business.
- 2.5 No program funded under this Contract may impair existing contracts for services or collective bargaining agreements or be inconsistent with the terms of a collective bargaining agreement without the written concurrence of the labor organization and employer concerned.

**3.0 COMPENSATION AND PAYMENT**

- 3.1 In consideration for the services specified in **Exhibit A** of this Contract, County agrees to pay Contractor in an amount **not-to-exceed \$146,691.12**.
- 3.2 Funding is from Pima County General Funds.
- 3.3 Requests for payments must be submitted to the County by the 15<sup>th</sup> working day of each month for the previous month of service. Invoices must reference this contract number and:
  - 3.3.1 Be approved and signed by an authorized representative of the Contractor.
  - 3.3.2 Be for services and costs as identified in **Exhibit A**.
  - 3.3.3 Supported by documentation which must include, but is not limited to:

- 3.3.3.1 A summary report of monthly expenditures by expense categories as shown in approved budget in **Exhibit A** of this Contract.
- 3.3.3.2 Copies of invoices, receipts and/or checks (front and back) to support all purchases of goods or services.
- 3.3.3.3 Detailed travel reports to support all travel expenses for which reimbursement is requested.
- 3.3.3.4 If seeking reimbursement for personnel costs, time sheets or other records that specify the dates and hours worked on the contract activities and the total number of hours worked in the pay period.
- 3.3.3.5 Other documentation as may be requested by County.
- 3.3.4 Be only for participants determined eligible by County and properly enrolled in the program.
- 3.3.5 Be only for authorized expenses which are not paid or reimbursed by another revenue source.
- 3.4 **REQUEST FOR FINAL PAYMENT** for compensation earned and/or eligible costs incurred must be submitted to the County within 15 working days **after the end of the contract term** on invoices that meet the requirements set forth in Paragraph 3.3.
- 3.5 So long as a request for payment is accompanied by the required supportive documentation and that documentation is accurate, payment by County will generally occur thirty (30) days from the date of invoice. Contractor should budget its cash needs accordingly.
- 3.6 Changes between budget line items may only be made as follows:
  - 3.6.1 Changes of LESS than 15% of the total budget amount may be granted by and at the sole discretion of the Director of Community Services, Employment and Training (CSET) or his designee. Contractor must submit a written request and show that any proposed increase is offset by a decrease of equal value to the remaining line items. No increase to the total operating budget will be allowed. **The change will not be effective, nor will compensation under the change be provided, until the date set forth in the written approval of the Director or his designee.**
  - 3.6.2 Changes of MORE than 15% of the total budget will require a contract amendment. **The change will not be effective, nor will compensation under the change be provided, until the contract amendment is fully executed by both parties.**
- 3.7 No payments will be made to Contractor, until all of the following conditions are met:
  - 3.7.1 Contractor has completed and submitted a W-9 Taxpayer Identification Number form;
  - 3.7.2 Contractor has registered as a Pima County Vendor at the following web address -- <https://secure.pima.gov/procurement/vramp/login.aspx>;
  - 3.7.3 This Contract is fully executed; and
  - 3.7.4 Adequate and accurate documentation is provided with the request for payment or invoice.
- 3.8 Advances: County expects that Contractor will properly budget for its needs in order to provide the required services prior to reimbursement. In the event that an advance of funds is sought, the following apply:
  - 3.8.1 Requests for an advance must be in writing and include a report of cumulative and projected expenditures and earnings in performance of this Contract and a detailed explanation of the circumstances that warrant an advance.
  - 3.8.2 Advance payments may be provided to Contractor only upon a written finding of the Director of Community Services, Employment and Training that extraordinary circumstances justify an advance.

- 3.8.3 An advance will not exceed 1/12<sup>th</sup> of the annual contract amount or 90% of the potential earnings in the 30 day period as determined appropriate by County.
- 3.8.4 The advance payment is a debt of Contractor to County.
- 3.8.5 County will not pay Contractor for expenses incurred unless and until expenses exceed the amount of the advance.
- 3.8.6 If expenses incurred during the 30 days immediately following the date of the advance, do not equal or exceed the amount of the advance, Contractor must immediately remit the remaining balance to County.
- 3.8.7 Any interest earned on the funds advanced, must be remitted to County at the end of the contract term.
- 3.9 Within 30 days of a request from County, Contractor must submit to the County the portion of any payment, which exceeds the amount owed under this Contract, except as provided in Paragraph 3.8.
- 3.10 For the period of record retention required under Section 21.0 -- Books and Records, County reserves the right to question any payment made to Contractor and to require reimbursement by setoff or otherwise for payments determined to be improper or contrary to the Contract or law.

#### 4.0 INSURANCE

- 4.1 Pima County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

- 4.2 Minimum Scope and Limits of Insurance: Contractor must have coverage with limits of liability not less than those stated below.

##### 4.2.1 Commercial General Liability – Occurrence Form

- 4.2.1.1 Policy must include bodily injury, property damage, personal injury and broad form contractual liability.

General Aggregate	\$2,000,000.00
Products – Completed Operations Aggregate	\$1,000,000.00
Personal and Advertising Injury	\$1,000,000.00
Blanket Contractual Liability – Written and Oral	\$1,000,000.00
Fire Legal Liability	\$ 50,000.00
Each Occurrence	\$1,000,000.00

- 4.2.1.2 Policy must be endorsed to **include coverage for sexual abuse and molestation.**
- 4.2.1.3 Policy must be endorsed to include the following additional insured language: **“Pima County is named an additional insured with respect to liability arising out of the activities performed by or on behalf of the Contractor”.**
- 4.2.1.4 Policy must contain a waiver of subrogation against Pima County, its departments, agencies, boards, commissions, and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

- 4.2.2 Automobile Liability: Policy must include bodily Injury and property damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

- 4.2.2.1 Combined Single Limit (CSL) \$1,000,000.00

- 4.2.2.2 Policy must be endorsed to include the following additional insured language:  
**"Pima County is named an additional insured with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor".**
- 4.2.2.3 Policy must contain a waiver of subrogation against Pima County, its departments, agencies, boards, commissions and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

#### 4.2.3 **Worker's Compensation and Employers' Liability**

4.2.3.1 Workers' Compensation Statutory amount

4.2.3.2 Employers' Liability:

Each Accident	\$ 500,000.00
Disease – Each Employee	\$ 500,000.00
Disease – Policy Limit	\$1,000,000.00

4.2.3.3 Policy must contain a waiver of subrogation against Pima County, its departments, agencies, boards, commissions and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

4.2.3.4 This requirement will not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

4.3 **Additional Insurance Requirements:** The policies must contain, or be endorsed to contain, the following provisions:

4.3.1 Pima County, wherever additional insured status is required, will be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.

4.3.2 The Contractor's insurance coverage will be primary insurance and non-contributory with respect to all other available sources.

4.3.3 Coverage provided by the Contractor will not be limited to the liability assumed under the indemnification provisions of this Contract.

4.3.4 The Project Name/Contract Number and project description must be noted on the Certificate of Insurance.

4.3.5 All Certificates of Insurance are to be received and approved by Pima County before work commences.

4.4 **Notice of Cancellation:** Each insurance policy required by the insurance provisions of this Contract must provide the required coverage and must not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to Pima County. Such notice must be sent directly to the **Department Director, 2797 E. Ajo Way, Tucson, AZ 85713** by certified mail, return receipt requested.

4.5 **Acceptability of Insurers:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona and County in no way warrant that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

## 5.0 **INDEMNIFICATION**

5.1 Contractor will indemnify, defend, and hold harmless County, its officers, employees and agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs

attendant thereto, arising out of any act, omission, fault or negligence by the Contractor, its agents, employees or anyone under its direction or control or on its behalf in connection with performance of this Contract.

- 5.2 Contractor warrants that all products and services provided under this Contract are non-infringing. Contractor will indemnify, defend and hold County harmless from any claim of infringement arising from services provided under this Contract or from the provision, license, transfer or use for their intended purpose of any products provided under this Contract.

## **6.0 COMPLIANCE WITH LAWS**

Contractor will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Contract. The laws and regulations of the State of Arizona will govern the rights of the parties, the performance of this Contract, and any disputes hereunder. Any action relating to this Contract must 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 Contract will apply, but do not require an amendment.

## **7.0 INDEPENDENT CONTRACTOR**

The status of Contractor is that of an independent contractor. Neither Contractor nor Contractor's officers, agents, or employees will be considered an employee of Pima County or be entitled to receive any employment-related fringe benefits under the Pima County Merit System. Contractor will be responsible for payment of all federal, state and local taxes associated with the compensation received pursuant to this Contract and will indemnify and hold County harmless from any and all liability which County may incur because of Contractor's failure to pay such taxes. Contractor will be solely responsible for its program development, operation, and performance.

## **8.0 SUBCONTRACTOR**

Contractor will be fully responsible for all acts and omissions of any subcontractor and of persons directly or indirectly employed by any subcontractor and of persons for whose acts, any of them, may be liable to the same extent that the Contractor is responsible for the acts and omissions of persons directly employed by it. Nothing in this contract will create any obligation on the part of County to pay or see to the payment of any money due any subcontractor, except as may be required by law.

## **9.0 ASSIGNMENT**

Contractor cannot assign its rights to this Contract in whole or in part, without prior written approval of the County. Approval may be withheld at the sole discretion of the County, provided that such approval will not be unreasonably withheld.

## **10.0 NON-DISCRIMINATION**

- 10.1 Contractor 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.
- 10.2 During the performance of this contract, Contractor 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.

## **11.0 AMERICANS WITH DISABILITIES ACT**

Contractor 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. If Contractor is carrying out a government program or services on behalf of County, then Contractor will 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 Contract.

## **12.0 AUTHORITY TO CONTRACT**

Contractor warrants its right and power to enter into this Contract. If any court or administrative agency determines that County does not have authority to enter into this Contract, County will not be liable to Contractor or any third party by reason of such determination or by reason of this Contract.

## **13.0 FULL AND COMPLETE PERFORMANCE**

The failure of either party to insist on one or more instances upon the full and complete performance of any of the terms or conditions of this Contract to be performed on the part of the other, or to take any action permitted as a result thereof, will not be construed as a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time will not be construed as an accord and satisfaction.

## **14.0 CANCELLATION FOR 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 into this Contract by reference.

## **15.0 TERMINATION/SUSPENSION**

- 15.1 Termination for Convenience: County reserves the right to terminate this Contract at any time and without cause by serving upon Contractor thirty (30) days advance written notice of such intent to terminate. In the event of such termination, the County's only obligation to Contractor will be payment for services rendered prior to the date of termination.
- 15.2 Termination for Cause: This Contract may be terminated at any time without advance notice and without further obligation by the County when the Contractor is found by County to be in default of any provision of this Contract.
- 15.3 Non-Appropriation: Notwithstanding any other provision in this Contract, this Contract 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 Contract. In the event of such termination, County will have no further obligation to Contractor, other than for services rendered prior to termination.
- 15.4 Suspension: County reserves the right to suspend Contractor's performance and payments under this Contract immediately upon notice delivered to contractor's designated agent in order to investigate Contractor's activities and compliance with this Contract. In the event of an investigation by County, Contractor will cooperate fully and provide all requested information and documentation. At the conclusion of the investigation, or within forty-five (45) days, whichever is sooner, Contractor will be notified in writing that the contract will be immediately terminated or that performance may be resumed.

## **16.0 NOTICE**

- 16.1 Contractor will give written notice of any change of corporate or entity status as promptly as possible and, in any event, within fifteen (15) days after the change is effective. A change in corporate or entity status includes, but is not limited to, change from unincorporated to incorporated status and vice versa and any suspension or termination of corporate status based on failure to comply with all applicable federal, state, and local reporting requirements.
- 16.2 Any notice required or permitted to be given under this Contract must be in writing and served by delivery or by certified mail upon the other party as follows:

**County:**

Director  
Pima County Community Services,  
Employment & Training  
2797 E. Ajo Way  
Tucson, AZ 85713

**Contractor:**

Deborah Embry, President and CEO  
Tucson Urban League, Inc.  
2305 S. Park Ave.  
Tucson, AZ 85713

**17.0 NON-EXCLUSIVE CONTRACT**

Contractor understands that this Contract is nonexclusive and is for the sole convenience of County. County reserves the right to obtain like services from other sources for any reason.

**18.0 OTHER DOCUMENTS**

Contractor and County in entering into this Contract 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. These documents are hereby incorporated into and made a part of this Contract as if set forth in full herein, to the extent not inconsistent with the provisions of this contract.

**19.0 REMEDIES**

Either party may pursue any remedies provided by law for the breach of this Contract. No right or remedy is intended to be exclusive of any other right or remedy and each will be cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Contract.

**20.0 SEVERABILITY**

Each provision of this Contract stands alone, and any provision of this Contract found to be prohibited by law will be ineffective to the extent of such prohibition without invalidating the remainder of this Contract.

**21.0 BOOKS AND RECORDS**

- 21.1 Contractor must keep and maintain proper and complete books, records and accounts, which must be open at all reasonable times for inspection and audit by duly authorized representatives of County.
- 21.2 Contractor must retain all records relating to this contract at least five (5) years after Contractor submits its single or last expenditure report or until completion of any action and resolution of all issues which arise from any related litigation, claim, negotiations, audit or other action involving the records that was started before the expiration of the 5-year period, whichever is later.

**22.0 AUDIT REQUIREMENTS****22.1 Contractor must:**

- 22.1.1 **Establish and maintain a separate and identifiable account of all funds provided by County.** The accounting must record all expenditures which are used to support invoices and requests for payment from County under this Contract
- 22.1.2 Provide financial statement audits as required by law.
- 22.1.3 Upon written notice from County provide a program-specific financial statement. The notice from County will specify the period to be covered by the statement and the deadline for completion and submission of the statement.
- 22.1.4 Assure that any audit conducted pursuant to this Contract is performed by an independent certified public accountant and submitted to County within six (6) months of completion of

Contractor's fiscal year, unless a different time is specified by County. The audit submitted must include Contractor's responses, if any, concerning any audit findings.

22.1.5 Pay all costs for any audit required or requested pursuant to this Section, unless the cost was specifically included in the Contractor's budget approved by County and the cost is an allowable charge for payment under applicable law or regulation.

22.1.6 Timely submit the required or requested audit(s) to:

Director  
Community Services, Employment and Training  
2797 E. Ajo Way, 3<sup>rd</sup> Floor  
Tucson, AZ 85713

22.1.7 If Contractor is a "nonprofit corporation" that meets the definition of "corporation" in A.R.S. §10-3140, Contractor must comply with the applicable audit requirements set forth in A.R.S. § 11-624.

### **23.0 CONFIDENTIALITY**

Contractor must maintain all client and applicant files confidential and provide access to these files only to persons properly authorized. Contractor will observe and abide by all applicable State and Federal statutes and regulations regarding use or disclosure of information including, but not limited to, information concerning applicants for and recipients of contract services.

### **24.0 PUBLIC RECORDS**

24.1 Pursuant to Arizona Public Records law, A.R.S. § 39-121 *et seq.*, documents submitted by Contractor to County may be considered public records and may be subject to release to any member of the public. Records subject to release may include, but are not limited to: pricing, product or program specifications, work plans, and any supporting data.

24.2 In the event that County receives a public records request pursuant to A.R.S. § 39-121 *et seq.* for documents Contractor submitted to County, County will notify Contractor on the same day the request is made or as soon as possible thereafter.

24.3 County will release Contractor's records ten (10) business days after the date of notice to the Contractor, unless Contractor has secured a protective order, injunctive relief or other appropriate order from a court of competent jurisdiction, enjoining the release of the records. For the purposes of this paragraph, the day of the request for release will not be counted in the time calculation.

24.4 County will not, under any circumstances, be responsible for securing a protective order or other relief enjoining the release of records submitted to County by Contractor nor will County be in any way financially responsible for any costs associated with securing such an order.

### **25.0 ELIGIBILITY FOR PUBLIC BENEFITS**

Contractor will comply with applicable provisions of A.R.S. §§1-501 and 1-502 regarding public benefits, which are hereby incorporated as provisions of this Contract.

### **26.0 LEGAL ARIZONA WORKERS ACT COMPLIANCE**

26.1 Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor will further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws.

26.2 County will have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

- 26.3 Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, will be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor will be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, (subject to County approval if Minority and Women-owned Business Enterprise preferences apply) as soon as possible so as not to delay project completion.
- 26.4 Contractor will advise each subcontractor of County's rights, and the Subcontractor's obligations, under this Section 26.0 by including a provision in each subcontract substantially in the following form:
- "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."*
- 26.5 Any additional costs attributable directly or indirectly to remedial action under this Section 26.0 will be the responsibility of Contractor.

## **27.0 CHILD LABOR**

Contractor will comply with all child labor laws, including, but not limited to A.R.S. § 23-230 *et seq.* which are hereby incorporated as provisions of this Contract to the extent such provisions are applicable.

## **28.0 FINGERPRINTING**

Contractor will comply with applicable provisions of A.R.S. § 46-141, which are hereby incorporated as provisions of this Contract.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

## 29.0 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 Contract may be modified, amended, altered or extended only by a written amendment signed by the parties.

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

### PIMA COUNTY

\_\_\_\_\_  
Chair, Board of Supervisors

Date: \_\_\_\_\_

### ATTEST

\_\_\_\_\_  
Clerk, Board of Supervisors                      Date


### APPROVED AS TO CONTENT:


  
\_\_\_\_\_  
Director, Community Services, Employment  
& Training

### APPROVED AS TO FORM

  
\_\_\_\_\_  
Karen S. Friar, Deputy County Attorney

### CONTRACTOR

  
\_\_\_\_\_  
Authorized Officer Signature

  
\_\_\_\_\_  
Printed Name & Title

Date: 4/28/15

## SCOPE OF WORK

### SECTION 1 – PROGRAM OVERVIEW

Contractor will provide subsidized summer work experience to youth to prepare them for the workforce, ensure they have the skills needed to successfully obtain and retain employment and, if applicable, to encourage them to stay in, or return to, school.

### SECTION 2 – PROGRAM GOALS

- 2.1 Prepare participants for occupations that offer living wages or that have a clear career path leading to self-sufficiency.
- 2.2 Help develop a trained and productive labor force to meet the needs of employers in Pima County.

### SECTION 3 – PROGRAM ACTIVITIES – CONTRACTOR

- 3.1 Level of service. Contractor will work with:
  - 3.1.1 Up to 40 youth in the Work Experience Program (“WEX”);
  - 3.1.2 Up to 40 youth in the Green Work Experience Program (“GWEX”); and,
  - 3.1.3 Up to 25 youth in Academic Instruction.
- 3.2 Staffing.
  - 3.2.1 Contractor will provide staff at the following levels:
    - 3.2.1.1 At least one (1) educational staff person for every 25 participants in the education setting; and
    - 3.2.1.2 One (1) Workforce Coordinator for every 40 participants in the worksite setting.
  - 3.2.2 Prior to receiving referrals from County, Contractor must provide the following information to County:
    - 3.2.2.1 The names of educational staff and the Workforce Coordinator assigned to the program;
    - 3.2.2.2 A valid fingerprint clearance card for each person; and
    - 3.2.2.3 Proof that each person was submitted to the Central Registry. If a current fingerprint clearance card and Central Registration proof is on file with County, additional proof is not required.
- 3.3 Participant enrollment. For each youth referred to Contractor by a Pima County One Stop County Workforce Development Specialist (“WDS”), Contractor will:
  - 3.3.1 Review the appropriateness of the referral. If the youth is not appropriate for the program, return his or her referral back to the WDS within five (5) working days.
  - 3.3.2 Complete an assessment form and obtain approval from County’s Youth Program Manager for the youth to participate in the Program.
- 3.4 Education and Training. For each youth accepted to participate in the Program (“Participant”), Contractor will:
  - 3.4.1 Provide an orientation which covers, at a minimum:
    - 3.4.1.1 Attendance requirements;

- 3.4.1.2 Time keeping procedures;
- 3.4.1.3 Work schedule;
- 3.4.1.4 Payroll schedule;
- 3.4.1.5 Program and performance expectations; and
- 3.4.1.6 Completion of necessary paperwork.
- 3.4.2 Provide basic education instruction, to those Participants also enrolled in academic instruction, the focusing primarily in reading, writing, math and science.
- 3.4.3 Review Participant's file and Individual Employment Plan ("IEP") to insure that Participant has had, or receives, training on, at a minimum, the following topics:
  - 3.4.3.1 Opportunities in the labor market;
  - 3.4.3.2 Completing a job application;
  - 3.4.3.3 Writing a résumé;
  - 3.4.3.4 Interview techniques;
  - 3.4.3.5 Making appropriate career decisions;
  - 3.4.3.6 Skills to keep a job; and
  - 3.4.3.7 Survival skills for successful daily living.
- 3.5 Worksite recruitment and development. Contractor will:
  - 3.5.1 Identify worksites that will provide appropriate opportunities and ensure that each worksite is qualified to provide training and work experience to the Participant(s).
  - 3.5.2 Ensure that each worksite that agrees to participate in the Program:
    - 3.5.2.1 Does not use Participant to replace or do the work of employees who have been laid off; and
    - 3.5.2.2 Focuses on increasing the Participant's work-readiness skills.
  - 3.5.3 Provide orientation for worksite supervisors. Orientation must include, but is not limited to:
    - 3.5.3.1 Review of the Worksite Agreement;
    - 3.5.3.2 Job and worksite safety issues; and
    - 3.5.3.3 Child labor laws.
  - 3.5.4 Monitor worksites to ensure compliance with child labor laws, safety regulations and applicable employment policies.
- 3.6 Worksite Agreements. For each worksite that agrees to participate in the Program, Contractor will:
  - 3.6.1 Execute a **Worksite Agreement** that commits the worksite to:
    - 3.6.1.1 Supervise each Participant at all times;
    - 3.6.1.2 Provide no less than one (1) supervisor for every four (4) Participants;
    - 3.6.1.3 Assign only tasks consistent with the job description provided for the Participant;
    - 3.6.1.4 Adhere to child labor laws and any other laws, policies and safety guidelines applicable to the Participant's age;
    - 3.6.1.5 Assume liability for any injury to Participant or any damage to Participant's property that occurs at the worksite; and

- 3.6.1.6 Ensure that work experience arrangements do not unfavorably impact current employees and do not impair existing contracts for services or collective bargaining agreements.
- 3.6.2 Obtain a **written job description** for each position to be filled by a participant that complies with child labor laws and any other laws, policies and safety guidelines to the participant's age and the funding source requirements.
- 3.6.3 Worksites recruited for the "Green Work Experience Program" must prepare Participants for employment in one or more of the following areas:
  - 3.6.3.1 Energy efficient building, construction, and retrofitting;
  - 3.6.3.2 Renewable electric power;
  - 3.6.3.3 Energy efficient and advanced drive train vehicle maintenance or development;
  - 3.6.3.4 Biofuels;
  - 3.6.3.5 Deconstruction and materials use;
  - 3.6.3.6 Energy efficient assessment for residential, commercial or industrial sectors; or
  - 3.6.3.7 Manufacturing of sustainable products through sustainable processes and materials.
- 3.7 **Participant performance.** For each Participant, Contractor will:
  - 3.7.1 Work with the referring WDS to review and update Participant's IEP and determine appropriate job and worksite placement.
  - 3.7.2 Ensure that the Participant is scheduled for:
    - 3.7.2.1 Work Experience only (either WEX or GWEX): 150 hours.
    - 3.7.2.2 Work Experience and education: 120 hours.
  - 3.7.3 A least once each week, visit worksite and monitor Participant's performance of duties outlined in the Participant's job description.
  - 3.7.4 Every other week, obtain an evaluation from the worksite supervisor on work readiness and abilities to perform the tasks and duties outlined in the Participant's job description.
  - 3.7.5 Provide a monthly progress report to the referring WDS.
  - 3.7.6 Notify WDS of milestone completions.
  - 3.7.7 Refer back to WDS upon completion of, or dropping out from, the Program.
  - 3.7.8 When problems arise:
    - 3.7.8.1 Intervene and work with the Participant and the worksite supervisor to help the Participant stay in the job;
    - 3.7.8.2 Notify WDS if supportive services are needed;
    - 3.7.8.3 Notify WDS of other problems, not associated with the worksite, arise; and
    - 3.7.8.4 Discuss any disciplinary issues with WDS.
  - 3.7.9 **Participant remuneration.** Contractor will pay each Participant at least minimum wage plus required fringe for each hour worked at the assigned worksite.

#### **SECTION 4 – PROGRAM ACTIVITIES -- COUNTY**

- 4.0 **Intake.** County will screen youth applicants and refer, through a One Stop WDS, applicants to Contractor.



4.1 Support services. For each Participant, County will:

4.1.1 Provide bus passes, if needed.

4.1.2 Provide, or assist Participant in obtaining, supportive services that will increase the possibility of success.

4.2 Participant information. For each youth referred to Contractor, County will provide:

4.2.1 Education level; and

4.2.2 Name and contact information for the WDS working with the youth.

## **SECTION 5 – TARGET POPULATION**

Low-income youth ages 14-21.

## **SECTION 6 -- OUTCOMES**

6.1 90% of Participants will successfully complete at least 90% of scheduled work hours.

6.2 Each Participant will attain at least 80% proficiency in the work readiness skills set forth in **Exhibit B – Skill Attainment Record**.

6.3 Each basic education Participant must average a grade level increase of .75 grade.

## **SECTION 7 – REPORTING**

7.1 No later than September 15, Contractor will provide a report to the County's Youth Program Manager.

7.2 The report must contain the following information for each Participant:

7.2.1 Enrollment and attendance records;

7.2.2 Completion results;

7.2.3 Outcome of the pre- and post-testing for work readiness;

7.2.4 Participant's worksite agreement;

7.2.5 Whether Participant left the Program for post-secondary education or unsubsidized employment; and

7.2.6 Completed Skill Attainment Record.

## **SECTION 8 – BUDGET**

8.1 Contractor will be paid on a Unit Cost Basis, for services during the period **June 1, 2015 through September 30, 2015** as follows:

<b>Work Experience Budget Item</b>	<b>Number of Participants</b>	<b>Amount per Participant</b>	<b>TOTAL</b>
<b>Enrolled Participants</b>	40	\$790.89	\$31,635.60
<b>Completed Participants</b>	36	\$878.77	\$31,635.72
<b>Total Budget</b>			<b>\$63,271.32</b>

<b>Green Work Experience Program Budget Item</b>	<b>Number of Participants</b>	<b>Amount per Participant</b>	<b>TOTAL</b>
<b>Enrolled Participants</b>	40	\$790.89	\$31,635.60
<b>Completed Participants</b>	36	\$878.77	\$31,635.72
<b>Total Budget</b>			<b>\$63,271.32</b>

<b>Academic Instruction Budget Item</b>	<b>Number of participants</b>	<b>Amount per Participant</b>	<b>TOTAL</b>
<b>Enrolled participants</b>	25	\$402.97	\$10,074.25
<b>Completed participants</b>	23	\$438.01	\$10,074.23
<b>Total Budget</b>			<b>\$20,148.48</b>

8.2 Contractor will be entitled to payment of 50% of the total cost per Participant after the Participant is enrolled and has attended three (3) days of the Program. The remaining 50% will be paid when the Participant completes the program and has received a certificate of completion.

8.3 Participant Completion is defined as:

8.3.1 Working at least 90% of the hours scheduled; and

8.3.2 Scoring at least an 80% on the Skills Attainment Record.

END OF EXHIBIT A

# 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	%			

TRAINING

TOTAL IN NEED OF

ATTAINED

TOTAL SKILLS

Skill)

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

Requirement)

(100%

- (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**