

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

Requested Board Meeting Date: May 3, 2016 Addendum

or Procurement Director Award ☐

Contractor/Vendor Name (DBA): Joint Technical Education District (JTED)

Project Title/Description:
Student Internship Program

Purpose:

The purpose of this Intergovernmental Agreement (IGA) is to establish the terms, conditions, rights and responsibilities of the placement of students participating in the JTED Internship Program in Pima County departments. This is a no cost IGA.

Procurement Method:

Program Goals/Predicted Outcomes:

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

Public Benefit:

Assist economic development efforts by helping to develop a trained and productive labor force that meets regional employers' needs.

Metrics Available to Measure Performance:

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

Retroactive:

Yes, due to several language changes. Final version was sent to JTED on 4/6/16 and JTED returned signed copy on 4/14/16.

*To: COB. 4.22.16 - (1)
Ver. - 1
Pgs. - 5
Addendum*

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Procure Dept 04/21/16 PM 3:05

Original Information

Document Type: CTN Department Code: CS Contract Number (i.e., 15-123): 16-151
Effective Date: 3/15/16 Termination Date: 12/31/16 Prior Contract Number (Synergen/CMS): _____
☐ Expense Amount: \$ N/A ☐ Revenue Amount: \$ N/A
Funding Source(s): N/A

Cost to Pima County General Fund: N/A

Contract is fully or partially funded with Federal Funds? ☐ Yes ☒ No ☐ Not Applicable to Grant Awards
Were insurance or indemnity clauses modified? ☐ Yes ☒ No ☐ Not Applicable to Grant Awards
Vendor is using a Social Security Number? ☐ Yes ☒ No ☐ Not Applicable to Grant Awards
If Yes, attach the required form per Administrative Procedure 22-73.

Amendment Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____
Amendment No.: _____ AMS Version No.: _____
Effective Date: _____ New Termination Date: _____
☐ Expense ☐ Revenue ☐ Increase ☐ Decrease Amount This Amendment: \$ _____
Funding Source(s): _____

Cost to Pima County General Fund: _____

Contact: Rise Hart

Department: Community Services

Telephone: 724-5723

Department Director Signature/Date: _____

Deputy County Administrator Signature/Date: _____

County Administrator Signature/Date: _____
(Required for Board Agenda/Addendum Items)

Charles G. L... 4/18/16
[Signature] 4/20/16
C. D. DeBeauvoir 4/21/16

**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: Provide work experience in various Pima County departments to students of the Joint Technical Education District

Agreement Term: March 15, 2016 to December 31, 2016

Agreement Amount: No Cost

CONTRACT	
NO.	CTN-CS-16-151
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, a public school district of the State of Arizona ("JTED") and Pima County, a public body corporate of the State of Arizona ("County").

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 offers high school students technical education in several trades, fields and professions.
- D. JTED has received funding from various sources to place JTED students ("students") in internships that will provide practical experience in each student's field of study.
- E. JTED finds that internship placements within Pima County departments would be of benefit to students.
- F. The Pima County Board of Supervisors finds that it is in the best interests of the residents of Pima County to allow qualified students in the JTED Internship Program to be placed in internship positions in Pima County departments.

NOW, THEREFORE, the parties agree as follows:

1.0 PURPOSE

The purpose of this Agreement is to establish the terms, conditions, rights and responsibilities of the Parties regarding the placement of students participating in the JTED Internship Program in Pima County departments. The students will earn high school credits while obtaining relevant workplace experiences.

2.0 TERM OF AGREEMENT AND TERMINATION

- 2.1 The term of this Agreement will commence on March 15, 2016 and expire on December 31, 2016. Thereafter, this Agreement may, by amendment, be extended, for four (4) additional one year periods or any portion thereof.
- 2.2 This Agreement may be amended by mutual consent of the parties at any time in order to comply with changes in JTED offerings or requirements of the grants received by JTED that support student participation. All modifications of this Agreement must be in writing.
- 2.3 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 students) prior to termination.

3.0 OBLIGATIONS

3.1. JTED will:

- 3.1.1. Ensure that each student participating in the JTED Internship Program with County will be enrolled in appropriate courses to obtain the knowledge and skills necessary for success on the job.
- 3.1.2. Ensure that students recommended to County meet or exceed needed skills and knowledge in their trade, field, or profession and understand safety standards and requirements.
- 3.1.3. Work with CSET staff to ensure, to the greatest extent possible, that each internship position in a County department will provide relevant work experience for the assigned student.
- 3.1.4. Monitor each student's progress no less than twice each week during the student's internship with County.
- 3.1.5. Ensure that each student has a means to travel to the internship site and to return home each day.
- 3.1.6. Review each student's performance with a representative of the applicable County department.
- 3.1.7. Ensure that students are aware of, and comply with, JTED, County and County department codes for dress and conduct.
- 3.1.8. Provide worker compensation and liability insurance policies for each student.
- 3.1.9. Serve as fiscal agent for the funds which support the internships with County.
- 3.1.10. Pay all student hourly wages or incentives out of funds secured from outside funding sources.
- 3.1.11. Retain the right to dismiss a student from the program and withdraw that student from a County internship assignment for violating JTED student codes.
- 3.1.12. 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.
- 3.1.13. Provide orientation materials to students and to worksite supervisors. The materials must cover, at a minimum:
 - 3.1.13.1. Timekeeping;
 - 3.1.13.2. Work schedules;

- 3.1.13.3. Attendance;
- 3.1.13.4. Work expectations;
- 3.1.13.5. Pay dates; and
- 3.1.13.6. Completion of necessary paperwork.

3.2. Pima County, through CSET, will:

- 3.2.1. Designate a staff member ("internship contact") to receive referrals from JTED.
- 3.2.2. Place qualified and acceptable referred students in Pima County departments.
- 3.2.3. Ensure proper supervision of each student placed in an internship position.
- 3.2.4. Ensure that student referrals are entered into the CSET Participant Tracking System.
- 3.2.5. Ensure that each student is registered for and attends an Employability Skills seminar prior to commencement of the internship.
- 3.2.6. Identify appropriate internship opportunities within the County related to the types of internships required by the grant fund source.
- 3.2.7. Ensure that each department that accepts a student intern:
 - 3.2.7.1. Identifies a staff member to monitor and oversee the student(s);
 - 3.2.7.2. Participates in the interview process with CSET to select appropriate students for internship positions within the department;
 - 3.2.7.3. Provides an orientation to the job, including appropriate written materials, prior to the commencement of the internship;
 - 3.2.7.4. Provides work experiences that will introduce the student to the range or work activities and tasks conducted by the department;
 - 3.2.7.5. Reports student attendance and work records to CSET for forwarding to JTED.
- 3.2.8. If deemed appropriate, utilize 'Internships 101: Business Friendly Toolkit' to develop, structure, monitor and evaluate internships and progress.
- 3.2.9. Retain the right to dismiss a student for reasons that violate County employee work codes.
- 3.2.10. Accommodate site visits by JTED representatives to monitor student activities at a frequency deemed appropriate by the JTED.
- 3.3. County may, in its sole discretion, terminate the participation of any student in an internship for failure to comply with the requirements of the job or for violating County or County department rules or policy. JTED will immediately remove the student from the internship assignment.
- 3.4. JTED and County will meet quarterly to review and, if necessary, revise program activities to improve student opportunity, comply with funding source requirements, or accommodate County needs.

4.0 STANDARD PROVISIONS

- 4.1 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 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 The parties agree 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 is hereby incorporated into this contract as if set forth in full herein. During the performance of this contract, neither party shall 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 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: intercepted by unauthorized persons; lost; published; or, otherwise disseminated. 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 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 Each party will be responsible for funding and maintaining a budget for any aspect of the program for which that party is responsible. 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.
- 4.7 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.
- 4.8 Each party will maintain insurance, or be self-insured, to cover any potential liability arising during the performance under this Agreement.
- 4.9 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.
- 4.10 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.

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5.0 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 IGA 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 IGA on the date written below.

PIMA COUNTY

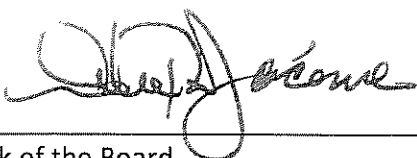
JTED

Chair, Board of Supervisors



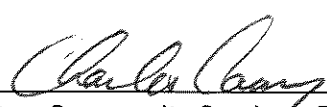
Assistant Superintendent & Chief Financial Officer

ATTEST



Clerk of the Board


APPROVED AS TO CONTENT



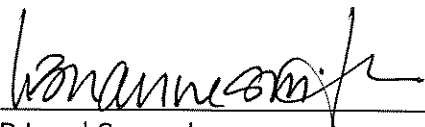
Director, Community Services, Employment
and Training

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

ATTEST:

Clerk of the Board