



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

Requested Board Meeting Date: April 18, 2017

or Procurement Director Award ☐

Contractor/Vendor Name (DBA): Altar Valley School District

Project Title/Description:

Summer Youth Work Experience and Academic Instruction

Purpose:

This is an Intergovernment Agreement for workforce services in the Robles Junction area of Pima County to prepare eligible youth for the workforce, ensuring they have the skills needed to successfully obtain and retain employment and, if applicable, to encourage staying in or returning to school.

Procurement Method:

Community Services Employment and Training No. RFP-CSET-YSY-2016-02

Program Goals/Predicted Outcomes:

Serve up to 35 youth in the Work Experience Program and Academic Instruction.

32 participants will successfully complete at least 93% of work and education hours.

Each Participant will attain at least 80% proficiency in the work readiness skills.

Public Benefit:

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:

Reports on enrollment/attendance records, completion results, outcome of the pre- and -post testing for work readiness, participant's worksite agreement, and completed Skill Attainment record.

Retroactive:

No

To: CoB- 3-28-17 (11)
Ver. - 1
gg. - 18

Procure Dept 03/28/17 09:04

Original Information

Document Type: CT Department Code: CS Contract Number (i.e., 15-123): 17-319
Effective Date: 5/1/17 Termination Date: 4/30/18 Prior Contract Number (Synergen/CMS): _____
☒ Expense Amount: \$ 62,243.33 ☐ Revenue Amount: \$ _____
Funding Source(s): Pima County General Funds

Cost to Pima County General Fund: \$62,243.33

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: *Charles C...* 3/23/17

Deputy County Administrator Signature/Date: *J...* 3/27/17

County Administrator Signature/Date: *C. R. Bullock* 3/27/17
(Required for Board Agenda/Addendum Items)

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

Program Name: Summer Youth Work Experience and Academic Instruction

District: Altar Valley School District
HC 01 Box 130
Tucson, AZ 85736

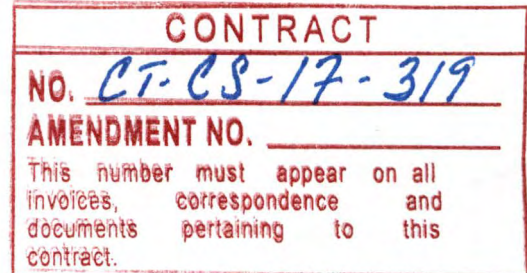
DUNS: 123721441

Program Description: Work experience and academic instruction for eligible youth in the Three Points area of Pima County

Contract Term: May 1, 2017 through April 30, 2018

Contract Amount: \$62,243.33

Funding: Pima County General Funds



This Agreement is made by and between Pima County, a body politic and corporate of the State of Arizona, ("County") and Altar Valley School District, a taxing district of the State of Arizona ("District").

RECITALS

- A. Pursuant to A.R.S. §§ 11-1041 and 11-1042 County may appropriate monies and take all actions necessary to establish, operate, maintain, and coordinate summer employment programs and training programs for at-risk youth.
- B. Pima County issued Pima County Solicitation No. RFP-CSET-YSY-2016-02 for the provision of summer youth work experience and academic instruction.
- C. District submitted a response to the RFP that is advantageous to County.
- D. Pursuant to A.R.S. § 15-782, District is authorized to provide career, technical and vocational education.
- E. Pursuant to A.R.S. §§ 15-789 and 15-790, District is authorized to enter into agreements with public bodies to provide career, technical and vocational education to its students.
- F. Pursuant to A.R.S. § 11-951 *et seq.* County and District are authorized to enter into an Intergovernmental Agreement to accomplish their mutual objectives.
- G. County finds that the provision of summer work and academic instruction for youth is in the best interest of the residents of the County.

NOW, THEREFORE, the parties agree as follows:

1.0 TERM AND EXTENSIONS

- 1.1 This Agreement, as awarded by County, will commence on May 1, 2017, or upon execution by the Board of Supervisors, whichever is later, and will terminate on April 30, 2018, unless sooner terminated or

further extended pursuant to the provisions of this Agreement. The County has the option to renew this Agreement for three (3) additional 12-month periods 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.
- 1.3 Any amendments to the Agreement must be approved by County before any services under the amendment commences.

2.0 SCOPE OF SERVICES

2.1 District will:

- 2.1.1 Provide the County with the services described in the attached **Exhibit A. Services will only be provided from May 15 through August 15 of the contract year.**
- 2.1.2 Employ suitably trained and skilled personnel to perform all services under this Agreement.
- 2.1.3 Perform its duties:
 - 2.1.3.1 In a humane and respectful manner and in accordance with any applicable professional standards;
 - 2.1.3.2 To the satisfaction of County; and
 - 2.1.3.3 In compliance with all terms and conditions applicable to the grant funds being provided under this Agreement.
- 2.1.4 Obtain and maintain all applicable licenses, permits and authority required for its performance under this Agreement.

2.2 Unless otherwise provided for herein, the personnel delivering Agreement services will:

- 2.2.1.1 Be employees or volunteers of the District;
- 2.2.1.2 Satisfy any qualifications set forth in this Agreement; and
- 2.2.1.3 Be covered by personnel policies and practices of District.

- 2.3 District certifies that no individual or agent has been employed or retained to solicit or secure this Agreement for commission, percentage, brokerage or contingent fee except a bona fide employee whose job duties include securing business.
- 2.4 No program funded under this Agreement 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 Agreement, County agrees to pay District an amount not-to-exceed \$62,243.33 (the "Maximum Allocated Amount").
- 3.2 Payment will be made from Pima County general funds.
- 3.3 **District must submit a request for reimbursement by the fifteen (15th) day of every month, even if no funds are being requested for the prior month.**
- 3.4 Each monthly Request for Reimbursement must:
 - 3.4.1 Reference this contract number.
 - 3.4.2 Be approved and signed by the person(s) that prepared the request and an authorized manager, supervisor or executive of the District to insure proper internal financial controls.
 - 3.4.3 Be for services and costs identified in **Exhibit A**.

- 3.4.4 Be accompanied by documentation which must include, but is not limited to:
 - 3.4.4.1 A summary report of monthly expenditures by expense categories as shown in the approved budget in **Exhibit A**.
 - 3.4.4.2 Copies of invoices, receipts and/or checks (front and back) to support all purchases of goods or services.
 - 3.4.4.3 If reimbursement is authorized for travel, detailed travel reports to support all travel expenses.
 - 3.4.4.4 If reimbursement is authorized for personnel costs, time sheets or other records that specify the hours worked on the grant(s) and the total hours worked in the pay period. Time sheets must show the days and hours worked and should be signed by the employee and authorizing supervisor.
 - 3.4.4.5 Fringe benefit calculations at the rate shown in the approved budget in **Exhibit A**.
 - 3.4.4.6 Any other documentation requested by County.
- 3.4.5 Comply with the applicable provisions of 2 C.F.R. §§ 200 and 2900.
- 3.4.6 Be only for participants determined eligible by County and properly enrolled in the program or for other authorized expenses which are not paid or reimbursed by another Federal or grant revenue source.
- 3.5 **District must utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.** District may not bill the County for costs which are paid by another source. District must notify County within ten (10) days of receipt of alternative funding for costs which would otherwise be subject to payment pursuant to this Agreement.
- 3.6 If each request for payment includes adequate and accurate documentation, County will generally pay District within thirty (30) days from the date of invoice. District should budget their cash needs accordingly. District will not be paid until all of the following conditions are met:
 - 3.6.1 District has registered as a Pima County Vendor at the following web address -- <https://secure.pima.gov/procurement/vramp/login.aspx>;
 - 3.6.2 This Agreement is fully executed; and
 - 3.6.3 Adequate and accurate documentation is provided with the request for payment or invoice.
- 3.7 **REQUEST FOR FINAL PAYMENT** for compensation earned and/or eligible costs incurred will be submitted to the County within fifteen (15) working days **after the end of the contract term** on invoices that meet the requirements set forth in Paragraph 3 above.
- 3.8 District will report to the County:
 - 3.8.1 Accrued expenditures; and
 - 3.8.2 All other fiscal resources applied to expenses incurred in providing services under this Agreement.
- 3.9 County may, at its sole discretion:
 - 3.9.1 Determine the acceptability and progress of work performed and determine the resulting entitlement to payment of each request for reimbursement.
 - 3.9.2 Liquidate funds available under this Agreement for costs incurred by County on behalf of District.
 - 3.9.3 **Deny full payment** for requests for reimbursement that are submitted to County after the date set forth in Paragraph 3.4. County may deduct its processing costs or delay-related damages in connection with a request for payment submitted after that date.

- 3.10 Pursuant to A.R.S. § 11-622, **County will deny reimbursement** completely for requests for payment made later than six months after the last item of the account accrues.
- 3.11 Advances:
- 3.11.1 County expects that District will properly budget for its needs in order to provide the required services prior to reimbursement.
- 3.11.1.1 Requests for an advance must be in writing and include a report of cumulative and projected expenditures and earnings in performance of this Agreement and a detailed explanation of the circumstances that warrant an advance.
- 3.11.1.2 Advance payments may be provided to District only upon a written finding of the Director of Community Services, Employment and Training that extraordinary circumstances justify an advance.
- 3.11.1.3 An advance will not exceed 1/12th of the annual contract amount or 90% of the potential earnings in the 30-day period as determined appropriate by County.
- 3.11.1.4 The advance payment is a debt of District to County.
- 3.11.1.5 County will not pay District for expenses incurred unless and until expenses exceed the amount of the advance.
- 3.11.1.6 If expenses incurred during the thirty (30) days immediately following the date of the advance, do not equal or exceed the amount of the advance, District must immediately remit the remaining balance to County.
- 3.11.1.7 Within thirty (30) days of a request from County, District must submit to the County the portion of any payment, which exceeds the amount owed under this Agreement.
- 3.11.2 Interest income. Any interest earned on the funds advanced, must be remitted to County at the end of the contract term.
- 3.12 **District must reimburse County for improper, unallowable or unsubstantiated costs discovered as a result of audit or otherwise within thirty (30) days following demand for reimbursement by County.**
- 3.13 For the period of record retention required under Section 22.0 - Books and Records, County reserves the right to question any payment made to District and to require reimbursement by setoff or otherwise for payments determined to be improper or contrary to the Agreement or law.

4.0 INSURANCE

- 4.1 District will procure and maintain at its own expense insurance policies (the "Required Insurance") satisfying the below requirements (the "Insurance Requirements") until all of its obligations under this Agreement have been met. The below Insurance Requirements are minimum requirements for this Agreement and in no way limit District's indemnity obligations under this Agreement. The County in no way warrants that the required insurance is sufficient to protect the District for liabilities that may arise from or relate to this Agreement. If necessary, District may obtain commercial umbrella or excess insurance to satisfy the Insurance Requirements.
- 4.2 **Insurance Coverages and Limits:**
- 4.2.1 **Commercial General Liability (CGL):** Occurrence Form covering liability arising from premises, independent contractors, personal injury, bodily injury, broad form contractual liability and products-completed operations with minimum limits not less than \$1,000,000 Each Occurrence and \$2,000,000 General Aggregate.
- 4.2.2 **Business Automobile Liability:** Coverage for any owned, leased, hired, and/or non-owned autos assigned to or used in the performance of this Agreement with minimum limits not less than \$1,000,000 Each Accident.

4.2.3 Workers' Compensation (WC) and Employers' Liability:

4.2.3.1 Workers' Compensation with Employers Liability limits of \$1,000,000 each accident and \$1,000,000 each employee – disease. Workers' Compensation statutory coverage is compulsory for employers of one or more employees.

4.2.3.2 Note: The Workers' Compensation requirement does not apply if District is exempt under A.R.S. § 23-901, and has executed the appropriate Pima County Sole Proprietor (Independent Contractor) Waiver form.

4.3 Additional Coverage Requirements:

4.3.1 Insurer Financial Ratings: Coverage must be placed with insurers acceptable to the County with A.M. Best rating of not less than A- VII, unless otherwise approved by the County.

4.3.2 Additional Insured: The General Liability policy must be endorsed to include Pima County and all its related special districts, elected officials, officers, agents, employees and volunteers (collectively "County and its Agents") as additional insureds with respect to liability arising out of the activities performed by or on behalf of the District. The full policy limits and scope of protection must apply to the County and its Agents as an additional insured, even if they exceed the Insurance Requirements.

4.3.3 Wavier of Subrogation: Commercial General Liability and Workers' Compensation coverages must each contain a waiver of subrogation in favor of County and its Agents for losses arising from work performed by or on behalf of the District.

4.3.4 Primary Insurance: The Required Insurance policies, with respect to any claims related to this Agreement, must be primary and must treat any insurance carried by County as excess and not contributory insurance. The Required Insurance policies may not obligate the County to pay any portion of District's deductible or Self Insurance Retention (SIR).

4.3.5 Subcontractors: District must either (a) include all subcontractors as additional insureds under its Required Insurance policies, or (b) require each subcontractor to separately meet all Insurance Requirements and verify that each subcontractor has done so, District must furnish, if requested by County, appropriate insurance certificates for each subcontractor. District must obtain County's approval of any subcontractor request to modify the Insurance Requirements as to that subcontractor.

4.4 Verification of Coverage:

4.4.1 Insurer or Broker of District must evidence compliance with the Insurance Requirements by furnishing certificates of insurance executed by a duly authorized representative of each insurer. Each certificate must include:

4.4.1.1 The Pima County tracking number for this Agreement, which is shown on the first page of the Agreement, and a project description, in the body of the Certificate,

4.4.1.2 A notation of policy deductibles or SIRs relating to the specific policy, and

4.4.1.3 Certificates must specify that the appropriate policies are endorsed to include additional insured and subrogation wavier endorsements for the County and its Agents.

4.4.2 Each Required Insurance policy and appropriate endorsements must be in effect not less than 15 days prior to commencement of work under this Agreement. A renewal certificate must be provided to County not less than 15 days prior to the policy's expiration date to include actual copies of the additional insured and wavier of subrogation endorsements. Failure to maintain the Required Insurance, or to provide evidence of renewal, is a material breach of this Agreement.

4.4.3 County reserves the right to, at any time, require complete copies of any or all Required Insurance policies.

4.4.4 Cancellation Notice: District's insurance policies and endorsements will not be permitted to expire, be cancelled, suspended or materially changed from the agreed upon Insurance Requirements for any reason without thirty (30) days advance written notice to the County of the policy cancellation, suspension or material change. District must provide written notice to County within 2 business days of receipt of notice. For cancellation of non-payment, Insurer is to provide County with written notice 10 days prior to cancellation of policy.

4.5 **Approval and Modifications:** The Pima County Risk Manager may approve a modification of the Insurance Requirements without the necessity of a formal Agreement amendment, but the approval must be in writing. Neither the County's failure to obtain a required insurance certificate or endorsement, the County's failure to object to a non-complying insurance certificate or endorsement, or the County's receipt of any other information from the District, its insurance broker(s) and/or insurer(s), constitutes a waiver of any of the Insurance Requirements.

4.6 If the District is self-insured under the State of Arizona Self Insurance Program or other acceptable program, such self-insurance must satisfy the requirements set forth above.

5.0 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.

6.0 COMPLIANCE WITH LAWS

6.1 District will 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 will govern the rights of the parties, the performance of this Agreement, and any disputes hereunder. Any action relating to this Agreement will 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 will apply, but do not require an amendment.

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

7.0 NO JOINT VENTURE

It is not intended by this Intergovernmental Agreement to, and nothing contained in this Intergovernmental Agreement will 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 will be liable for any debts, accounts, obligations or other liabilities whatsoever of the other, including (without limitation) the other party's obligation to withhold Social Security and income taxes for itself or any of its employees.

8.0 SUBCONTRACTORS

District 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 District 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

District will not assign its rights to this Agreement 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 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.
- 10.2 During the performance of this contract, District 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

Both 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. If District is carrying out a government program or services on behalf of County, then District 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 Agreement.

12.0 AUTHORITY TO CONTRACT

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, will be null and void, and no recovery may be had by either party against the other for lack of performance or otherwise.

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 Agreement 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 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.

15.0 TERMINATION/SUSPENSION

- 15.1 Termination for Convenience: County reserves the right to terminate this Agreement at any time and without cause by serving upon District thirty (30) days advance written notice of such intent to terminate. In the event of such termination, the County's only obligation to District will be payment for services rendered prior to the date of termination.
- 15.2 Insufficient Funds: Notwithstanding Paragraph 15.1 above, if any state or federal grant monies used to pay for performance under this Agreement are either reduced or withdrawn, County will have the right to either reduce the services to be provided and the total dollar amount payable under this Agreement

or terminate the Agreement. To the extent possible, County will endeavor to provide fifteen (15) days written notice of such reduction or termination. In the event of a reduction in the amount payable, County will not be liable to District for more than the reduced amount. In the event of a termination under this paragraph, County's only obligation to District will be payment for services rendered prior to the date of termination to the extent that grant funds are available.

- 15.3 Termination for Cause: This Agreement may be terminated at any time without advance notice and without further obligation by the County when the District is found by County to be in default of any provision of this Agreement.
- 15.4 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 will have no further obligation to District, other than for services rendered prior to termination.
- 15.5 Suspension: County may suspend operations and payments under this Agreement immediately under the following circumstances:
- 15.5.1 For violation of Agreement requirements;
 - 15.5.2 Unsafe working conditions;
 - 15.5.3 Violation of Federal or State law;
 - 15.5.4 Lack of reasonable progress in accomplishing objectives and schedules contained in this Agreement; or
 - 15.5.5 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.

16.0 NOTICE

District will give written notice of any change of address not more than fifteen (15) days after the change is effective. Any notice required or permitted to be given under this Agreement will be in writing and will be served by delivery or by certified mail upon the other party as follows:

County:

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

District:

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

17.0 NON-EXCLUSIVE CONTRACT

District understands that this Agreement 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

District and County in entering into this Agreement have relied upon information provided in the Pima County Solicitation RFP No. RFP-CSET-YSY-2016-02 including the Instructions to Bidders, Standard Terms and Conditions, Specific Terms and Conditions, Solicitation Addenda, District's Proposal and on other information and documents submitted by the District in its' response to said Solicitation. These documents are hereby incorporated into and made a part of this Agreement 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 Agreement. 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 Agreement.

20.0 SEVERABILITY

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

21.0 BOOKS AND RECORDS

- 21.1 District 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 District must retain all records relating to this contract at least 5 years after termination of this agreement 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 COPYRIGHT

Neither District nor its officers, agents or employees will copyright any materials or products developed through contract services provided or contract expenditures made under this Agreement without prior written approval by the County. Upon approval, the County will have a non-exclusive and irrevocable license to reproduce, publish or otherwise use or authorize the use of any copyrighted material.

23.0 PROPERTY OF THE COUNTY

- 23.1 District is not the agent of County for any purpose and will not purchase any materials, equipment or supplies on the credit of the County.
- 23.2 Any materials, including reports, computer programs and other deliverables, created under this Agreement are the sole property of the County. The District is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else, nor will District use or release these materials without the prior written consent of the County.

24.0 DISPOSAL OF PROPERTY

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

25.0 PUBLIC INFORMATION

- 25.1 The Parties will comply with Arizona Public Records law, A.R.S. § 39-121 *et seq.*
- 25.2 District will be responsible for any actions it takes in response to a public records request. 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 District nor will County be in any way financially responsible for any costs associated with such actions.

26.0 ELIGIBILITY FOR PUBLIC BENEFITS

District 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 Agreement to the extent such provisions are applicable.

27.0 WORKER'S COMPENSATION

Each party must comply with the notice provisions of A.R.S. § 23-1022(E). For purposes of A.R.S. § 23-1022, each party will 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 will have the sole responsibility for the payment of Worker's Compensation benefits or other fringe benefits of said employees.

28.0 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.

30.0 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 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 Agreement on the date written below.

THIS AGREEMENT MAY BE SIGNED IN COUNTERPARTS.

PIMA COUNTY

AVRA VALLEY SCHOOL DISTRICT

Chair, Board of Supervisors

Authorized Officer Signature

Date

Print name

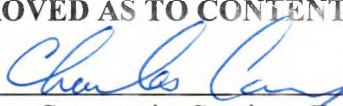
ATTEST

Title

Clerk, Board of Supervisors

Date

APPROVED AS TO CONTENT



Director, Community Services, Employment
& Training

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:

Altav Valley School District:



Karen S. Friar, Deputy County Attorney

Attorney

SCOPE OF WORK

1. **PROGRAM OVERVIEW.**

District will work with public and private employers to provide summer work experiences (“SWE”) to youth. District will provide each youth participating in SWE with academic instruction in reading, writing, math and science.

2. **PROGRAM GOALS.**

- 2.1. Increase academic skills of SWE participants to help ensure academic success and graduation from high school.
- 2.2. Provide work experience to youth to enhance ability to successfully enter into and participate in the workforce.
- 2.3. Assist in the economic development of Pima County by helping to develop a trained and productive labor force that meets employer needs.

3. **PROGRAM ACTIVITIES.**

3.1. **General.**

- 3.1.1. **The services set forth in this Exhibit A will only be provided between May 15 and August 15 of the contract year.**
- 3.1.2. No activities performed under this Agreement may displace a currently employed worker. Displacement includes not only firing or layoff, but also partial displacement such as a reduction in hours of non-overtime work or a reduction of employment benefits. **District must prohibit displacement in all Worksite Agreements.**
- 3.1.3. District must ensure that staff involved in job placement activities do not place a participant for employment:
 - 3.1.3.1. On the construction, operation, or maintenance of any facility used or to be used for sectarian instruction or as a place for religious worship; or
 - 3.1.3.2. In activities that are not covered under the Occupational Safety and Health Act of 1970, participants are not required or permitted to work, be trained, or receive services in buildings or surroundings under which working conditions are unsanitary, hazardous or dangerous to the participants' health or safety.

3.2. **Level of service.** District will serve up to **35 eligible youth.**

3.3. **Eligibility.** To participate in District’s SWE program under this Agreement, youth must meet the requirements set forth in Section 5 below.

3.4. **Staffing.** District will:

- 3.4.1. Provide the following staff:
 - 3.4.1.1. **One (1) FTE educational staff person** for every twenty (20) participants in the academic setting; and
 - 3.4.1.2. **One (1) FTE staff** for every five (5) participants placed at a worksite.
- 3.4.2. Provide the staff, described above, with the support and guidance required to successfully perform the obligations set forth in this Agreement.

3.5. Academics. For each eligible youth enrolled in SWE (“Participant”), District will provide:

3.5.1. Orientation that covers, at a minimum:

- 3.5.1.1. Timekeeping procedures;
- 3.5.1.2. Class and work schedules;
- 3.5.1.3. Payroll schedules;
- 3.5.1.4. Arizona Job Connection user registration; and
- 3.5.1.5. Completing necessary paperwork.

3.5.2. Basic instruction focusing on the core areas and Participant’s academic needs.

3.6. Worksite recruitment and development. District will:

3.6.1. Identify businesses in and around the Three Points area that will provide appropriate, positive and meaningful work experience to SWE participants.

3.6.2. For each business that agrees to participate in SWE (“worksite”):

3.6.2.1. 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.

3.6.2.2. Execute a **Worksite Agreement** that commits the employer to:

- 3.6.2.2.1. Supervise each Participant placed at the worksite at all times;
- 3.6.2.2.2. Provide no less than one (1) supervisor for every five (5) Participants;
- 3.6.2.2.3. Only assign tasks to a participant that are consistent with the job description provided;
- 3.6.2.2.4. Adhere to child labor laws and any other laws, policies and safety guidelines applicable to the participant’s age and the funding source requirements;
- 3.6.2.2.5. Assume liability for any participant’s injury or damage to participant’s property that occurs at the worksite; and
- 3.6.2.2.6. Ensure that work experience arrangements do not unfavorably impact current employees and do not impair existing contracts for services or collective bargaining agreements.

3.6.2.3. Provide orientation for worksite supervisors that includes, at a minimum:

- 3.6.2.3.1. A review of the Worksite Agreement;
- 3.6.2.3.2. Job and worksite safety issues; and
- 3.6.2.3.3. Child labor laws.

3.6.2.4. Monitor worksites to ensure compliance with child labor laws, safety regulations and applicable employment policies.

3.7. Participants.

3.7.1. Participant performance. For each Participant, District will:

- 3.7.1.1. Ensure work experience and academic instruction for a total of 115 hours (twenty-three (23) weeks and five (5) hours per day).
- 3.7.1.2. Visit the worksite and monitor performance at least weekly to ensure Participant is performing the duties outlined in the applicable job description.

- 3.7.1.3. Every other week, obtain evaluations from worksite supervisor of Participant's work-readiness and abilities to perform the duties and tasks set forth in the job description.
- 3.7.1.4. When a problem arises:
 - 3.7.1.4.1. Intervene and work with Participant and the worksite supervisors to help Participant maintain the job; and
 - 3.7.1.4.2. Take other appropriate action, including referring Participant to additional services.
- 3.7.2. Participant remuneration. District will pay each Participant:
 - 3.7.2.1. Achievement incentives and stipends not to exceed minimum wage for each hour of basic education attendance; and
 - 3.7.2.2. Minimum wage plus required fringe for each hour worked at the assigned worksite.
- 3.8. County responsibilities. County will:
 - 3.8.1. Recruit eligible youth from the Three Points area to participate in SWE.
 - 3.8.2. Assess Participant's education level; and
 - 3.8.3. Provide bus passes and other supportive services, as needed by each Participant.
- 4. **PROGRAM LOCATIONS.** Altar Valley Middle School and various worksites in and near the Three Points area of Pima County.
- 5. **TARGET POPULATION.** Youth who meet all of the following criteria:
 - 5.1. Age 14 to 18;
 - 5.2. A student in the Altar Valley School District or a nearby school district; and
 - 5.3. Lives in either 85735 or 85736 zip code.
- 6. **OUTCOMES.**
 - 6.1. 90% of SWE participants will successfully complete at least 93% of work and education hours (115 hours).
 - 6.2. Each participant will:
 - 6.2.1. Attain at least 80% proficiency in the work readiness skills set forth in **Exhibit B – Skill Attainment Record**;
 - 6.2.2. Receive at least ½ high school credit in one or more core areas upon successful completion of the academic component; and
 - 6.2.3. Gain one-half grade level as measured by pre- and post-program assessment using the TABE.
- 7. **REPORTING.** No later than September 15 of the contract year, District will report the following program information to County's Youth Program Manager:
 - 7.1. For each Participant:
 - 7.1.1. Enrollment and attendance records.
 - 7.1.2. Completion results and completion certificates.
 - 7.1.3. Outcome of the pre/post testing for work readiness and basic skills.
 - 7.1.4. Participant's worksite agreement.

- 7.2. Youth who leave program for either post-secondary education or unsubsidized employment.
- 7.3. Completed Skill Attainment Record (**Exhibit B**).

8. BUDGET.

- 8.1. District will be paid, as set forth in paragraph 8.2 below, for **May 15, 2017 through August 15, 2017** as follows:

Participant Category	Number of Participants	Amount per Participant	Total
Enrolled	35	\$1,067.03	\$37,346.05
Completed	32	\$ 778.04	\$24,897.28
Total Budget			\$62,243.33

- 8.2. For each Participant District will be paid 60% of the total cost per student after the student is enrolled and has attended three (3) days of the program. The remaining 40% of the total payment available for the student will be paid when the student completes the program, as defined in paragraph 8.3 below, and has received a certificate of completion.
- 8.3. Participant Completion means, the Participant achieves both of the following:
- 8.3.1. Works at least 90% of the hours scheduled; and
- 8.3.2. Scores at least an 80% on each selected skill in the Skills Attainment Record.

END OF EXHIBIT A

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)							
SKILL	Name of Assessment	(2) Proficiency Requirement	Pre-Test Score	Date Goal Set in ISS	(1) 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

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

Skill)

TOTAL IN NEED OF

ATTAINED

TOTAL SKILLS

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

Altar Valley 2016 Summer Youth Employment Program

Age 14 and Above

We began our summer summer youth employment program on the morning of May 23rd.

We started with 35 students and all 35 completed the first portion of the Employability Skills Training.

This year I decided that while it was important to complete the pre and post assessments on the first day...it was equally important to continue to provide information and help to our 35 students throughout the 23 days.

All 35 students were dressed appropriately and ready to participate in the summer program.

In our group of 35 that would participate in the summer program, we were able to pick up 3 students in the 85735 zip code who live closer to Kinney Road. Our transportation department picked up these three students each morning at San Joaquin and Ajo.

All students received Employability Skills training and took the Self-Assessment for Career Exploration.

The 35 students were placed into jobs and also given an academic day or two depending upon their educational needs.

One of the most important things this summer program does is to allow students to focus on their reading, math, and language skills. Many students spent two days a week focusing on skills that they needed extra help conquering.



Depending on their pre-test scores some students only spent one day in the lab. Each student had an individualized plan for the sites where they needed to concentrate their efforts. For example; if the student was low in math they spent the majority of their time at the Khan Academy website listening to quick lectures (2-3 min) on a particular skill and then spent time practicing that skill.

We also used Frontrowed which is a free adapted math program as well as many more.

One of the most engaging sites for students was Free Rice. They learned vocabulary and math from this site while contributing to feeding the world.

For the high school students I suggested that they focus on SAT. Students had grammar sites so that they could work on grammar. Since students met in the Paxton Patterson lab we had computers available for each student to use. Each of the computers is connected to a monitoring program called LAN school, which allows the teachers to view each computer and help the student if needed. LAN school also allows students to take assessments and so I made up math tests that focused on skills like dividing and multiplying fractions and the students took these every day.

I checked their work and then was able to work one on one with students to help them understand the problems they got incorrect. If the students managed to get 100 percent they did not have to take the test again.

We used Read Works for ding, Chomp Chomp, and also grammar ccc.commnet.edu for working on our grammar.

The school district has purchased a subscription to MATH IXL and they allowed me to set up my students with accounts so that they could practice math skills.

We were very fortunate that our students were able to get breakfast and lunch from the school cafeteria for the month of June. I feel this helps the parents out, and gives students a chance to eat, in what might be their only meals of the day.

Discipline problems: We only experienced one discipline problem and we handled it very quickly. The problem involved some horseplay and the two students were given a letter of directive by me. We spoke to the students about how horseplay in a work setting can lead to someone getting injured or property destroyed. The two students were both in our youngest group (14 years old). I felt that by talking to the students and helping them to make better choices they would become better employees later in life. We did not have another issue with these two students.

By far this was one of the easiest and hardest working group of students with the least amount of discipline issues ever. This was a great group of students. They were very task oriented and were hard at work before they really needed to start.

The expectations in the classroom were that as soon as they came in they were to sign on and get started. I printed out a time schedule which was followed every day and I gave them time cues to move from one activity to the other including a break. Students fell very easily into the routine.

SURVEY: I took a final survey of students to find out what we could do definitely next year. Most of the students felt that the websites were very helpful and that they helped them to increase their scores on the post-test. All students stated that they would do this program again if it were available.

Being young men and women almost all of them wanted longer breaks! I asked students what they would change if they could and one student would like food provided through the entire program and the other student wanted to choose his job.

Unfortunately, in our area and with limited transportation, jobs are very hard to secure. Our new worksite supervisors will continue to try and develop more sites. I personally went down to the hardware store on Kinney Road to see if I could interest them in working with our program, however, they said summer is their slowest time and they barely have enough work for their own employees. Our worksite supervisors do an amazing job of placing students at a work site. We will look at cultivating some other sites over on the Kinney Road area to better serve the population that is on the fringe of our community.

ABSENTEEISM: Absenteeism was not a problem for this group. We had 3 students who were out for one day because of doctor or dentist appointments and one student who was out a couple of days because his family went out of town and he could not stay by himself, but that was pre-arranged at the beginning of the program.

We had one student that did not show up and did not call, so we called and found out that he had overslept and missed the bus. Since his bus stop was at Ajo and San Joaquin we were not able to send the bus for him.

For our students to come to this program every day is a feat, because they had to get up very early to get the bus, since our program started at 8 a.m. We had one bus and that bus covered 600 sq miles.

This year getting to Ajo and San Joaquin was a challenge for our bus driver because of the construction going on from Kinney Road to Ryan Air Field.

LESSON'S LEARNED: I have learned that when you set your expectations high students will rise to meet those expectations. Students learned the value of hard work and that when they don't perform to expectations there are consequences like a poor review from the supervisor.

One of the greatest lessons they learned whether or not they know it, is to have respect for their parents who work to put food on the table. Many of our students had to work out in the elements (many times over 100 degrees) or in service jobs and I believe that they have a greater understanding of the working world.

CHANGES THAT NEED TO OCCUR: I feel that the program ran very smoothly this year. We have gotten to a place where we can individualize what each student needs to succeed, and that is very important.

We still had several students in class that we knew were special education students, but we did not have waivers on those students. When you ask a special education student to complete a test that is way out of his range of abilities it is frustrating for them and for us. We only had one waiver this year but we had several students that I knew as middle school students who were in special education, and probably needed waivers. I am not sure how we can go about making these changes.

RESULTS: Our program was much shorter than it has been in the past. Even with the shorter time frame many of our students made some gains in their scores especially math. Some of the students made both gains in Math and ELA. Some students stayed the same and a few students went down by a point. We had several students who, when they applied for our program were in High School but graduated at the end of May. Several of those students tested high originally and then scored miserably at the end. When I queried them at the end their comment was, "I don't get to do the program next year because I am out of school, so it did not matter to me." Two sisters that were in the program just did not take anything seriously although one did increase her scores in Math. All in all I feel the program was successful.



Georgine Woodley
Altar Valley Summer Work Program Coordinator