

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

Program Name: Youth Services – Summer Youth Activities

Contractor: Tucson Urban League, Inc.  
2305 S. Park Ave.  
Tucson, AZ 85713

DUNS: 123721441

Program Description: Summer work experience and academic instruction for at risk youth ages 14 through 18.

Contract Term: May 1, 2017, or upon execution by Pima County Board of Supervisors, whichever is later, through April 30, 2018

Contract Amount: \$44,831.20

Funding: Pima County General Funds

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").

**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. 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.
- C. Pima County Community Services Employment and Training issued Request for Proposals No. RFP-CSET-YSY-2016-02 ("the RFP") for workforce development services for youth.
- D. Contractor submitted a response to the RFP that is advantageous to County.
- E. The Pima County Board of Supervisors finds that Contractor has specialized training and expertise in providing workforce development services for youth.
- F. 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 set forth on the following pages:**

## 1.0 TERM AND EXTENSIONS

- 1.1. Original Term. This Contract will commence on May 1, 2017 or upon execution by the County, whichever is later, and will terminate on April 30, 2018 (the "Initial Term"). "Term," when used in this Contract, means the Initial Term plus any exercised Extension Options.
- 1.2. Extension Options. County may renew this Contract for up to three (3) additional periods of up to one (1) year each (each an "Extension Option"). An Extension Option will be effective only upon execution by the Parties of a formal written amendment.

## 2.0 SCOPE OF SERVICES

- 2.1 Contractor 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 Contract.
  - 2.1.3 Perform its duties:
    - 2.1.3.1 In a humane and respectful manner and in accordance with any applicable professional standards; and
    - 2.1.3.2 To the satisfaction of the County.
  - 2.1.4 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 will:
  - 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 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.
- 2.4 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 an amount **not-to-exceed \$44,831.20.**
- 3.2 Payments will be made from Pima County General Funds.
- 3.3 **Contractor must submit a request for reimbursement by the fifteenth (15<sup>th</sup>) day of June, July, August and September** for services provided the previous 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 Contractor 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 this Contract 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**. Any other documentation requested by County.
- 3.5 Be only for participants determined eligible by County.
- 3.6 **Contractor must utilize funds available under this Contract to supplement rather than supplant funds otherwise available.** Contractor may not bill the County for costs which are paid by another source. Contractor must notify County within ten (10) days of receipt of alternative funding for costs which would otherwise be subject to payment pursuant to this Contract.
- 3.7 If each request for payment includes adequate and accurate documentation, County will generally pay Contractor within thirty (30) days from the date of invoice. Contractor should budget their cash needs accordingly.
- 3.8 Contractor will not be paid until all of the following conditions are met:
  - 3.8.1 Contractor has registered as a Pima County Vendor at the following web address -- <https://secure.pima.gov/procurement/vramp/login.aspx>;
  - 3.8.2 This Contract is fully executed; and
  - 3.8.3 Adequate and accurate documentation is provided with the request for payment or invoice.
- 3.9 Contractor will report to the County:
  - 3.9.1 Accrued expenditures; and
  - 3.9.2 All other fiscal resources applied to expenses incurred in providing services under this Contract.
- 3.10 County may, at its sole discretion:
  - 3.10.1 Determine the acceptability and progress of work performed and determine the resulting entitlement to payment of each request for reimbursement.
  - 3.10.2 Liquidate funds available under this Contract for costs incurred by County on behalf of Contractor.
  - 3.10.3 **Deny full payment** for requests for reimbursement that are submitted to County after the date set forth in Paragraph 3.3. County may deduct its processing costs or delay-related damages in connection with a request for payment submitted after that date.
- 3.11 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.
- 3.12 Changes between budget line items may only be made as follows:
  - 3.12.1** 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.**

**3.12.2** 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.**

3.13 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 Contractor 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 Contract have been met. The below Insurance Requirements are minimum requirements for this Contract and in no way limit Contractor’s indemnity obligations under this Contract. The County in no way warrants that the required insurance is sufficient to protect the Contractor for liabilities that may arise from or relate to this Contract. If necessary, Contractor 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 \$2,000,000 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 Contract 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 Contractor 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 Contractor. 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 Waiver 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 Contractor.

4.3.4 Primary Insurance: The Required Insurance policies, with respect to any claims related to this Contract, 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 a Contractor's deductible or Self Insurance Retention (SIR).

- 4.3.5 **Subcontractors:** Contractor 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, Contractor must furnish, if requested by County, appropriate insurance certificates for each subcontractor. Contractor 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 Contractor 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 Contract, which is shown on the first page of the Contract, 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 waiver endorsements for the County and its Agents.
- 4.4.2 Each Required Insurance policy and appropriate endorsements must be in effect not less than fifteen (15) days prior to commencement of work under this Contract. A renewal certificate must be provided to County not less than fifteen (15) days prior to the policy's expiration date to include actual copies of the additional insured and waiver of subrogation endorsements. Failure to maintain the Required Insurance, or to provide evidence of renewal, is a material breach of this Contract.
- 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: Contractor's insurance policies and endorsements shall 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. Contractor must provide written notice to County within two (2) business days of receipt of notice. For cancellation of non-payment, Insurer is to provide County with written notice ten (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 Contract 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 Contractor, its insurance broker(s) and/or insurer(s), constitutes a waiver of any of the Insurance Requirements.

### 5.0 **INDEMNIFICATION**

- 5.1 To the fullest extent permitted by law, Contractor will defend, indemnify, and hold harmless Pima County and any related taxing district, and the officials and employees of each of them (collectively, "Indemnitee") from and against any and all claims, actions, liabilities, losses, and expenses (including reasonable attorney fees) (collectively, "Claims") arising out of actual or alleged injury of any person (including death) or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by any act or omission of Contractor or any of Contractor's directors, officers, agents, employees, volunteers, or subcontractors. This indemnity includes any claim or amount arising or

recovered under the Workers' Compensation Law or arising out of the failure of Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The Indemnitee will, in all instances, except for Claims arising solely from the acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all Claims. Contractor is responsible for primary loss investigation, defense and judgment costs for any Claim to which this indemnity applies. This indemnity will survive the expiration or termination of this Contract.

## **6.0 LAWS AND REGULATIONS**

- 6.1 Compliance with Laws; Changes. Contractor will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Contract. Any changes in the governing laws, rules, and regulations during the terms of this Contract will apply, but do not require an amendment.
- 6.2 Licensing. Contractor warrants that it is appropriately licensed to provide the services under this Contract and that its subcontractors will be appropriately licensed.
- 6.3 Choice of Law; Venue. 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.
- 6.4 Fingerprinting. Contract will comply with applicable provisions of A.R.S. § 46-141, which are hereby incorporated as provisions of this Contract.
- 6.5 Child labor. Contractor will comply with applicable provisions of A.R.S. § 46-141, which are hereby incorporated as provisions of this Contract.

## **7.0 INDEPENDENT CONTRACTOR**

- 7.1 Contractor is an independent contractor. Neither Contractor nor any of Contractor's officers, agents, or employees will be considered an employee of Pima County or be entitled to receive any employment-related benefits, or assert any protections, under the Pima County Merit System.
- 7.2 Contractor is responsible for paying all federal, state and local taxes on the compensation by Contractor under 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.
- 7.3 Contractor will be solely responsible for its program development, operation, and performance.

## **8.0 SUBCONTRACTOR**

Contractor is 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 Contractor is responsible for the acts and omissions its own employees. Nothing in this Contract creates 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 or obligations under this Contract, in whole or in part, without County's prior written approval. County may withhold approval at its sole discretion.

## **10.0 NON-DISCRIMINATION**

- 10.1 Contractor will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this Contract, 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, in one or more instances, upon the other party's full and complete performance under this Contract, or to take any action based on the other party's failure to fully and completely perform, is not 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 is not 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 BY COUNTY**

- 15.1 Without Cause: County may terminate this Contract at any time, without cause, by serving a written notice upon Contractor at least thirty (30) days before the effective date of the termination. 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 With Cause: County may terminate this Contract at any time without advance notice and without further obligation to County finds Contractor to be in default of any provision of this Contract.
- 15.3 Non-Appropriation: Notwithstanding any other provision in this Contract, County may terminate this Contract 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.

#### **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 personal 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:**

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-CSET-YSY-2016-02 (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 will keep and maintain proper and complete books, records and accounts, which will be open at all reasonable times for inspection and audit by duly authorized representatives of County.
- 21.2 Contractor will retain all records relating to this Contract for at least five (5) years after its expiration or termination or, if later, until any related pending proceeding or litigation has concluded.

**22.0 AUDIT REQUIREMENTS**

If Contractor is a "nonprofit corporation" that meets the definition of "corporation" in A.R.S. §10-3140, Contractor will comply with the applicable audit requirements set forth in A.R.S. § 11-624, "Audit of Non-Profit Corporations Receiving County Monies."

**23.0 PROPERTY OF THE COUNTY**

- 23.1 Contractor 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 Contract are the sole property of the County. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else, nor will Contractor 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 Contractor nor affect any ownership of property pursuant to this Contract.

## **25.0 CONFIDENTIALITY.** Contractor will:

- 25.1 Keep all participant files and information collected pursuant to this Contract, confidential, except as set forth in this Contract;
- 25.2 Provide access to these files only to persons properly authorized; and
- 25.3 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 participants.

## **26.0 PUBLIC RECORDS**

- 26.1 Disclosure. Pursuant to Arizona Public Records law, A.R.S. § 39-121 *et seq.*, and A.R.S. § 34-603(H) in the case of construction or architectural and engineering services procured under A.R.S. § Title 34, Chapter 6, all documents submitted in response to the solicitation resulting in an award of this Contract, including, but not limited to pricing schedules, product specifications, work plans, and any supporting documents, are public records. As such, those documents are subject to release and/or review by the general public upon request, including competitors.
- 26.2 Records Marked Confidential; Notice and Protective Order.
  - 26.2.1 If Contractor reasonably believes that some of the records described in paragraph 24.1 above contain proprietary, trade-secret or otherwise-confidential information, Contractor must prominently mark those records "CONFIDENTIAL."
  - 26.2.2 In the event that a public records request is submitted to County for records marked "CONFIDENTIAL," County will notify Contractor of the request as soon as reasonably possible.
  - 26.2.3 County will release the records ten (10) business days after the date of that notice, unless Contractor has, within that period, secured an appropriate order from a court of competent jurisdiction, enjoining the release of the records.
  - 26.2.4 County will not, under any circumstances, be responsible for securing such an order, nor will County be in any way financially responsible for any costs associated with securing such an order.

## **27.0 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 to the extent such provisions are applicable.

## **28.0 LEGAL ARIZONA WORKERS ACT COMPLIANCE**

- 28.1 Compliance with Immigration Laws. 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.
- 28.2 Books and Records. County has 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.
- 28.3 Remedies for Breach of Warranty. 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 26,

is 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, as soon as possible so as not to delay project completion. Any additional costs attributable directly or indirectly to such remedial action are the responsibility of Contractor.

- 28.4 Subcontractors. 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."*

#### **29.0 NO THIRD PARTY BENEFICIARIES**

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

#### **30.0 ISRAEL BOYCOTT CERTIFICATION**

Contractor hereby certifies that it is not currently engaged in, and will not for the duration of this Contract engage in, a boycott of Israel as defined by A.R.S. § 35-393.01. Violation of this certification by Contractor may result in action by County up to and including termination of this Contract

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**31.0 ENTIRE AGREEMENT**

- 31.1 This document constitutes the entire agreement between the parties pertaining to the subject matter it addresses, and supersedes all prior or contemporaneous agreements and understandings, oral or written.
- 31.2 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:**

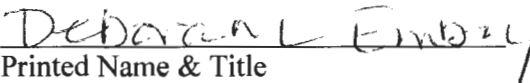
  
\_\_\_\_\_  
Director, Community Services, Employment  
& Training

**APPROVED AS TO FORM**

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

**CONTRACTOR**

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

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

Date: 4/13/2017

## SCOPE OF WORK

- 1.0 PROGRAM OVERVIEW.** At-risk youth, as defined in A.R.S. § 11-1041, will participate in one of the following programs during the summer break from school:
- 1.1 Summer Work Experience Program (“SWEX”) with employers offering jobs that may lead to future self-sufficiency; or
  - 1.2 Academic Instruction in reading, writing, math and/or science.
- 2.0 PROGRAM GOALS.**
- 2.1 Enhance the ability of youth participating in SWEX to successfully enter into and participate in the workforce.
  - 2.2 Help ensure academic success and graduation from high school of students performing below grade level or lacking credits needed to graduate.
  - 2.3 Improve prospects for future employability for all youth receiving services under this Contract.
  - 2.4 Assist in the economic development of Pima County by helping to develop a trained and productive labor force to meet the needs of employers.
- 3.0 PROGRAM ACTIVITIES.**
- 3.1 General.
    - 3.1.1 **SWEX and academic instruction services will only be provided between May 15 and August 15 of the contract year.**
    - 3.1.2 No activities performed under this Contract 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. **Contractor must prohibit displacement in all Worksite Agreements.**
    - 3.1.3 Contractor 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. Contractor will serve youth referred or approved by County as follows:

| Activity             | Maximum number of youth served |
|----------------------|--------------------------------|
| SWEX                 | 10                             |
| Academic Instruction | 25                             |
| <b>TOTAL</b>         | <b>35</b>                      |

3.3 Staffing. Contractor will:

3.3.1 Provide the following staff:

| Staffing Level | Title/Responsibility         | Number of Participants               |
|----------------|------------------------------|--------------------------------------|
| One (1) FTE    | Workforce Coordinator ("WC") | For every ten (10) SWEX participants |
| One (1) FTE    | Basic Education Instructor   | For every fifteen (15) participants  |

3.3.2 Provide all assigned staff set forth above with the support and guidance required to successfully perform the obligations set forth in this Contract.

3.3.3 Provide County with:

3.3.3.1 The names of all assigned staff;

3.3.3.2 A valid fingerprint clearance card for each staff person; and

3.3.3.3 Proof that each person's name was submitted to the Central Registry.

NOTE: If a current fingerprint clearance card and Central Registration proof is on file with County, additional documentation is not required.

3.4 SWEX -- Summer Work Experience Program.

3.4.1 Worksite recruitment and development. Contractor will:

3.4.1.1 Recruit businesses to provide appropriate, positive and meaningful work experience to participants.

3.4.1.2 For each business that agrees to participate ("worksite"):

3.4.1.2.1 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.

3.4.1.2.2 Execute a **Worksite Agreement** that commits the employer to:

3.4.1.2.2.1 Supervise each Participant placed at the worksite at all times;

3.4.1.2.2.2 Provide no less than one (1) supervisor for every four (4) Participants;

3.4.1.2.2.3 Only assign tasks to a participant that are consistent with the job description provided;

3.4.1.2.2.4 Adhere to child labor laws and any other laws, policies and safety guidelines applicable to the participant's age and the funding source requirements;

3.4.1.2.2.5 Assume liability for any participant's injury or damage to participant's property that occurs at the worksite; and

3.4.1.2.2.6 Ensure that work experience arrangements do not unfavorably impact current employees and do not impair existing contracts for services or collective bargaining agreements.

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

3.4.1.2.3.1 A review of the Worksite Agreement;

3.4.1.2.3.2 Job and worksite safety issues; and

3.4.1.2.3.3 Child labor laws.

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

3.4.2 Participant placement, training and performance. For each Participant in SWEX, Contractor will:

3.4.2.1 Review participant's interests and abilities and determine appropriate job and worksite placement.

3.4.2.2 Provide orientation that covers, at a minimum:

3.4.2.2.1 Timekeeping procedures;

3.4.2.2.2 Work and training schedules;

3.4.2.2.3 Payroll schedules;

3.4.2.2.4 Program and performance expectations; and

3.4.2.2.5 Completion of necessary paperwork.

3.4.2.3 Ensure the following participants are scheduled for work experience as follows:

| Work Program | Workplace type   | Hours |
|--------------|--|-------|
| SWEX         | Various different occupations that may provide future self-sustaining employment | 120   |

3.4.2.4 Visit each worksite and monitor performance at least weekly to ensure Participant is performing the duties outlined in the applicable job description.

3.4.2.5 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.

3.4.2.6 When a problem arises:

3.4.2.6.1 Intervene and work with Participant and the worksite supervisors to help Participant maintain the job; and

3.4.2.6.2 Take other appropriate action, including referring Participant to additional services.

3.4.2.7 Refer back to WDS upon completion of, or dropping out from, the Program.

3.4.2.8 Participant remuneration. Contractor will pay SWEX participants minimum wage plus required fringe for each hour worked at the assigned worksite.

3.5 Academic Instruction. Contractor will:

3.5.1 Provide academic instruction to students whose TABE scores show below grade-level performance.

3.5.2 Review each Participant's academic performance and, based on identified needs of the Participant, provide:

- 3.5.2.1 Employability skills as set forth in **Exhibit B** and either one or both of the following:
  - 3.5.2.2 Remedial math; and/or
  - 3.5.2.3 Remedial reading.
- 3.5.3 Ensure that each Participant receives **180 hours of academic instruction**.
- 3.5.4 Document the academic or credit deficiency and academic gain or credit attainment (if any) obtained during the program for each youth's file.
- 3.5.5 Participant remuneration. Contractor will pay each Participant achievement incentives and stipends not-to-exceed minimum wage for each hour of instruction attended.
- 3.6 County responsibilities. County will:
  - 3.6.1 Recruit eligible youth to participate in SWEX or Academic Instruction;
  - 3.6.2 Assess each Participant's education level; and
  - 3.6.3 Provide bus passes and other supportive services, as needed by each Participant.
- 4.0 TARGET POPULATION**. Fourteen to eighteen year old, at-risk youth, as defined in A.R.S. § 11-1041, currently enrolled in school.
- 5.0 OUTCOMES**.
  - 5.1 Work Experience.
    - 5.1.1 90% of SWEX Participants will successfully complete at least 90% of scheduled work hours.
    - 5.1.2 Each SWEX Participant will attain at least 80% proficiency in work readiness skills set forth in **Exhibit B – Skill Attainment Record**.
  - 5.2 Academic Instruction. Each Participant will:
    - 5.2.1 Gain .75 grade level as measured by pre- and post-program assessment using the TABE; and
    - 5.2.2 Attain at least 80% proficiency in work readiness skills set forth in **Exhibit B – Skill Attainment Record**.
- 6.0 REPORTING**. No later than September 15 of the contract year, Contractor will provide reports to County's Youth Program Manager as set forth below:
  - 6.1 Individual Participant reports:
    - 6.1.1 SWEX Participants:
      - 6.1.1.1 Completion results and completion certificates;
      - 6.1.1.2 Outcome of pre- and post-testing for work readiness and basic skills; and
      - 6.1.1.3 Participant's worksite agreement.
    - 6.1.2 Academic Instruction Participants:
      - 6.1.2.1 Enrollment and attendance records;
      - 6.1.2.2 Pre- and Post- TABE results

6.1.3 Summary Report, including, but not limited to:

- 6.1.3.1 Number of students enrolled in SWEX and Academic Instruction;
- 6.1.3.2 Number of students that completed SWEX and Academic Instruction;
- 6.1.3.3 Worksites where SWEX Participants were placed;
- 6.1.3.4 Types of work performed by SWEX Participants;
- 6.1.3.5 Highlights of SWEX and Academic Instruction programs; and
- 6.1.3.6 Recommendations for program and service delivery improvement.

**7.0 BUDGET.**

7.1 Contractor will be paid, as set forth in paragraph 7.2 below:

**For activities May 15, 2017 through August 15, 2017:**

| <b>SWEX Participant Category</b> | <b>Number of Participants</b> | <b>Amount per Participant*</b> | <b>Total Allocated</b> |
|----------------------------------|-------------------------------|--------------------------------|------------------------|
| Enrolled                         | 10                            | \$962.16                       | \$9,621.60             |
| Completed                        | 9                             | \$427.63                       | \$3,848.67             |
| <b>Total Budget</b>              |                               |                                | <b>\$13,470.27</b>     |

| <b>Academic Instruction Participant Category</b> | <b>Number of Participants</b> | <b>Amount per Participant*</b> | <b>Total Allocated</b> |
|--|-------------------------------|--------------------------------|------------------------|
| Enrolled   | 25                            | \$752.66                       | \$18,816.50            |
| Completed  | 23                            | \$545.41                       | \$12,544.43            |
| <b>Total Budget</b>                              |                               |                                | <b>\$31,360.93</b>     |

\*Amount includes: Staff and Participant wages and fringe.

7.2 Contractor will be entitled to payment of 60% of the total cost per Participant after the Participant is enrolled and has attended three (3) days of SWEX or Academic Instruction. The remaining 40% will be paid when the Participant completes the program and has received a certificate of completion.

7.3 "Completed" means the Participant has:

- 7.3.1 Attended at least 90% of the hours scheduled; and
- 7.3.2 Scored at least an 80% on each selected skills 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) |    |                        |                    |                    |                    |    |
| <b>SKILL</b>                                   | 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<br>E.S.T. | %                  |                    |                    |    |
| 2. Using Labor Market Information              | EST                | 80%                         | %              |                      |                                      |    | IN CLASSROOM<br>E.S.T. | %                  |                    |                    |    |
| 3. Preparing Resumes                           | EST                | 80%                         | %              |                      |                                      |    | IN CLASSROOM<br>E.S.T. | %                  |                    |                    |    |
| 4. Completing Application                      | EST                | 80%                         | %              |                      |                                      |    | IN CLASSROOM<br>E.S.T. | %                  |                    |                    |    |
| 5. Interview/Writing Follow-Up Letters         | EST                | 80%                         | %              |                      |                                      |    | IN CLASSROOM<br>E.S.T. | %                  |                    |                    |    |
| 6. Survival-Daily Living Skills                | EST                | 80%                         | %              |                      |                                      |    | IN CLASSROOM<br>E.S.T. | %                  |                    |                    |    |
| 7. Maintaining Regular Attendance              | EST                | 90%                         | P/N            |                      |                                      |    | WEX                    | %                  |                    |                    |    |
| 8. Being Consistently Punctual                 | EST                | 90%                         | P/N            |                      |                                      |    | WEX                    | %                  |                    |                    |    |
| 9. Exhibiting Appropriate Attitude/ Behaviors  | EST                | 80%                         | P/N            |                      |                                      |    | WEX                    | %                  |                    |                    |    |
| 10. Presenting Appropriate Appearance          | EST                | 80%                         | P/N            |                      |                                      |    | WEX                    | %                  |                    |                    |    |
| 11. Demonstrating Good Interpersonal Relations | EST                | 80%                         | P/N            |                      |                                      |    | WEX                    | %                  |                    |                    |    |
| 12. Completing Tasks Effectively               | EST                | 80%                         | P/N            |                      |                                      |    | WEX                    | %                  |                    |                    |    |
|  |                    |                             |                |                      |                                      |    |                        |                    |                    |                    |    |
|  |                    |                             |                |                      |                                      |    |                        |                    |                    |                    |    |

|   |  |                                |  |
|---|--|--------------------------------|--|
| TOTAL IN NEED OF  |  | TOTAL SKILLS                   |  |
| TRAINING<br>(Minimum 5 of 12 Core Skills needed for attainment of Youth Work Readiness Skill) |  | ATTAINED<br>(100% Requirement) |  |

- (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**