



Contract number: CT-CS-13X772
 Effective Date : 5-1-13
 Term Date : 5-30-14
 Cost : 76,670.-
 Revenue : _____
 Total : _____ NTE: _____
 Action
 Renewal By : 3-1-14
 Term : 5-30-14
 Reviewed by: [Signature]

BOARD OF SUPERVISORS AGENDA ITEM SUMMARY

Requested Board Meeting Date: May 14, 2013

ITEM SUMMARY, JUSTIFICATION &/or SPECIAL CONSIDERATIONS:

Altar Valley School District "School District" to provide workforce services to youth enrolled in Pima County's summer program to prepare them for the workforce and encourage them to stay in school or return to school.

CONTRACT NUMBER (If applicable): CT-CS-13-0772

STAFF RECOMMENDATION(S):

To be approved by Board of Supervisors.

CORPORATE HEADQUARTERS: _____

To: CHH - 5-9-13
 CoB - 5-9-13
 Agenda - 5-14-13
 Allendum (2)

MAY 09 13 PM 03:42 POC CLK UP [Signature] Procure Dept 05/09/13 AM 10:23

CLERK OF BOARD USE ONLY: BOX M.G.

ITEM NO. _____

PIMA COUNTY COST: \$76,670.00

GENERAL FUND COST: \$ 76,670.00

and/or REVENUE TO PIMA COUNTY: \$ N/A

FUNDING SOURCE(S): U.S. Department of Labor, Arizona Dept. of Economic Security
workforce Investment Act (WIA) grant funds (expenditure determined by client eligibility)
(i.e. General Fund, State Grant Fund, Federal Fund, Stadium D. Fund, etc.)

Advertised Public Hearing:

		YES	X	NO
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Board of Supervisors District:

1		2		3		4		5		All	XX
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IMPACT:

IF APPROVED:

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

IF DENIED:

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

DEPARTMENT NAME: Community Services

CONTACT PERSON: Ana Basurto **TELEPHONE NO.:** 14-6764



CONTRACT APPROVAL TRANSMITTAL FORM

FOR USE BY DEPARTMENTS OTHER THAN PROCUREMENT WHEN SUBMITTING CONTRACT TO CONTRACTS ADMINISTRATION

Vendor is using a Social Security Number:

Check yes or no, do not state the SSN/TIN number. A SSN format is 123-45-6789 vs. a TIN format that is 12-345678. (If yes, you must attach the required form per Administration Procedure 22-73.)

YES
 NO

Procurement Use

Contract is fully or partially funded with Federal funds:

Consult with your department attorney when using Federal funds. Additional contract clauses may be required. If no, skip this step. If checked yes, signature by the attorney will deem the contract in compliance with any required grant conditions.

YES
 NO

PIMACORE / ADVANTAGE FINANCIAL CT or CTN #: (Select one) CT CTN NUMBER:
FORMER SYNERGEN BLANKET # or CMS CONTRACT #: (or both)

Upon receipt of executed contract, Contracts Administration will approve the CT or CTN document and attach the pdf of the executed contract to the CT or CTN record.

Vendor Name:

- Direct select?** YES NO **(Attach Procurement Director/County Administrator approval memo.)**
- Is contract retroactive?** YES NO **If yes, attach Retroactive Approval Form.**
- Is contract multi-year?** YES NO **If yes, attach Multi-year Approval Form.**
- Were insurance or indemnity clauses modified?** YES NO **If yes, include documentation of Risk Management approval.**
- Did you solicit/advertise?** YES NO **If no, explain why via separate attachment.**

IFB/RFP/RFQ Number: N/A IGA

Publication where advertised: _____ Dates advertised: _____

Selection Panel (if applicable include Name, Firm and Position/Title

- A. _____
- B. _____
- C. _____
- D. _____
- E. _____

Evaluation Criteria (provide weights (if applicable):

- A. _____
- B. _____
- C. _____
- D. _____
- E. _____

Attach Tabulation showing panel scores and final rank (if applicable.)

Contact Person: **Department:** **Telephone:**

CONTRACT
NO. <u>CT-ES-13 00000 00000 00000 772</u>
AMENDMENT NO. _____
This number must appear on all invoices, correspondence and documents pertaining to this contract.

**INTERGOVERNMENTAL AGREEMENT
BETWEEN PIMA COUNTY AND
ALTAR VALLEY SCHOOL DISTRICT**

Project Name: Work Experience and Academic Instruction

School District: Altar Valley School District
Nathan McCann, Superintendent
HC 01 Box 130
Tucson, Arizona 85736
(520) 822-1484

Purpose: Provide work experience and academic instruction for Participants in the Three Points area.

Agreed Term: May 1, 2013 to May 30, 2014

Agreed Amount: \$76,670.00

INTERGOVERNMENTAL AGREEMENT

This is an Intergovernmental Agreement ("Agreement") entered between Pima County, a political subdivision of the State of Arizona, ("County"), and Altar Valley School District, ("School District") for the purpose of entering into a cooperative effort for the provision of participant job development;

WHEREAS, in accordance with A.R.S. § 11-952, 11-1041 and 11-1042 the County is authorized to enter into Agreements with the School District and coordinate and fund summer participant employment and training programs; and

WHEREAS, in accordance with A.R.S. § 11-952 and 15-790, Altar Valley School District is authorized to enter into an Intergovernmental Agreement with the County, and provide career exploration, entry level vocational and technological education.

NOW, THEREFORE, the parties agree to enter into an Agreement as follows:

ARTICLE I - TERM/EXTENSION

This Agreement shall commence on May 1, 2013 and shall terminate on the May 30, 2014, unless sooner terminated. School District has no exclusive rights as a result of this Agreement, nor is there any guarantee to the amount of services requested by the County. The County shall have the option to extend this Agreement for up to two (2) additional, 12-month periods or any portion thereof.

ARTICLE II- PAYMENT

A. In consideration of the services specified in this Contract, the County agrees to pay Contractor in an amount not to exceed \$76,670.00. Pricing for services will be as set forth in Exhibit A, Scope of Work.

- B. School District shall certify each request for payment for services under this Agreement, which shall be accompanied by supporting documentation. Upon request, School District shall provide County with additional supporting documentation, which is subject to verification if County representatives deem necessary to determine whether payment is due. Request for payment shall be submitted to the County by the third Friday of the month following the month during which the expenditure was made
- C. School District may not bill the County for costs which are paid by a source other than this Agreement. School District must notify the County within ten days of notification or receipt of alternative funding for costs which would otherwise be subject to payment pursuant to this Agreement.
- D. Payment by County will generally occur ten (10) days from the date the submission is received by the Pima County Finance Department. School District should budget their cash needs accordingly. Advanced funds as approved pursuant to paragraph F below, shall be paid within 3 working days.
- E. School District shall, within 30 days of a request from County, remit to County the portion of any payment, which exceeds the amount owed under this Contract.
- F. County may advance funds allocated under this Agreement only if the Director of the Community Services, Employment and Training Department finds that the advance is justified by extraordinary circumstances. School District's report of cumulative and projected expenditures and earnings in performance of this Contract, verified by County staff, shall accompany and support School District's advance request. Advance payments are a debt of the School District to County. County shall not pay for activities and expenditures billed by Contractor under this Contract until the total amount payable by County exceeds the amount of outstanding advance payments. Unless, within thirty days after an advance payment, activities and expenditures billed by School District and payable by County under this Agreement equal or exceed the amount of the advance payment, School District shall immediately repay the difference to County.

ARTICLE III - SCOPE OF WORK/SERVICES

- A. This Agreement establishes the agreement under which School District will provide County with services in accordance with the attached **Exhibit A, Scope of Work**.
- B. All services shall comply with the requirements and specifications as called for in this Agreement and solicitation documents contained or referenced in Pima County Solicitation No. CSET-WF-2011-01, and School District's response to said solicitation; these documents are incorporated into this Contract the same as if set forth in full herein.

ARTICLE IV - NOTICES

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

County:
Arthur Eckstrom, Director

School District:
Nathan McCann

Pima County Community Services
Employment & Training Department
2797 E. Ajo Way, 3rd Floor
Tucson, Arizona 85713

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

ARTICLE V – TERMINATION

- A. Termination for Convenience: County reserves the right to terminate this Agreement at any time and without cause by serving upon School District 30 days advance written notice of such intent to terminate, except that if the grant funding under which this Agreement is made, is terminated or the amount of the grant reduced, the County, shall there upon have the right to terminate or reduce the Agreement dollar amount of this Agreement by giving the School District written notice of such termination and specifying the date thereof at least fifteen days (15) days before the effective date of such termination. In the event of such termination, the County's only obligation to School District shall be payment for services rendered prior to the date of termination.
- B. Suspension: County may suspend operations and payments under this Agreement immediately for violation of agreement requirements, unsafe working conditions, violation of Federal or State law, or lack of reasonable progress in accomplishing objectives and schedules contained in this Agreement.
- C. Administrative Suspension: County may temporarily suspend operations and payments under this Agreement immediately at any time if the Board of Supervisors or Administration determines that it is in the county's best interest to suspend this Agreement. In the event of such suspension, School District shall assist County by providing information and documents to evaluate the status of the Agreement and whether it should be continued.
- D. Grant-Funded Agreement: If, this is a grant-funded project, payments obligations of County shall not exceed the amount of funds allocated to and made available to County for this project. The maximum funding under this Agreement is subject to availability and continuation of grant funding. This amount may be increased or decreased at any time due to reduction, termination, or any other change in funding. County also reserved the right to terminate or suspend the Agreement in whole or in part, with out prior notice if any third party providing funds which the County uses to pay obligations pursuant to this IGA suspends, cancels or terminates its Agreement with County or gives notice to County of intent to suspend or terminate its Agreement with County.

ARTICLE VI – DISPOSAL OF PROPERTY

Upon the termination of this Agreement, all property involved shall revert back to the owner. Termination shall not relieve any party from liabilities or costs already incurred under this Agreement, nor affect any ownership of property pursuant to this Agreement.

ARTICLE VII – 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.

ARTICLE VIII – COMPLIANCE WITH LAWS

- A. The School District shall comply with all federal, state and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Agreement. The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this Agreement and any disputes hereunder. Any action relating to this Agreement shall be brought in an Arizona court in Pima County. Any changes in the governing laws, rules and regulations during the terms of this Agreement shall apply but do not require an amendment.
- B. In addition, School District, as Subgrantee, warrants compliance with all applicable laws, regulations, requirements and special provisions, in carrying out its obligations pursuant to this Agreement, as set forth in Exhibit B, Subgrantee's Warranties.

ARTICLE IX - NON-DISCRIMINATION

School District agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 **including flow down of all provisions and requirements to any subcontractors**. Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive order 75-5 and may be viewed and downloaded at the Governor of the State of Arizona's website http://www.azgovernor.gov/dms/upload/EO_2009_09.pdf which is hereby incorporated into this contract as if set forth in full herein. During the performance of this contract, School District shall not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin..

ARTICLE X – AMERICAN DISABILITIES ACT (ADA)

Both Parties shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. If the School District is carrying out a government program or services on behalf of County, then the School District shall maintain accessibility to the program to the same extent and degree that would be required by the County under 28 CFR Sections 35.130, 35.133, 35.149 through 35.151, 35.160, 35.161 and 35.163. Failure to do so could result in the termination of this Agreement.

ARTICLE XI – SEVERABILITY

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

ARTICLE XII - CONFLICT OF INTEREST

This Agreement is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated herein by reference.

ARTICLE XIII – NON-APPROPRIATION

Notwithstanding any other provision in this Agreement, this Agreement may be terminated if for any reason the Pima County Board of Supervisors does not appropriate sufficient monies for the purpose of maintaining this Agreement. In the event of such cancellation, Pima County shall have no further obligation to School District other than for payment for services rendered prior to cancellation.

ARTICLE XIV – LEGAL AUTHORITY

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

ARTICLE XV – WORKER'S COMPENSATION

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

ARTICLE XVI – NO JOINT VENTURE

It is not intended by this Intergovernmental Agreement to, and nothing contained in this Intergovernmental Agreement shall be construed to, create any partnership, joint venture or employment relationship between the parties or create any employer-employee relationship between either party and the other party's employees. Neither party shall be liable for any debts, accounts, obligations nor 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.

ARTICLE XVII – 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.

ARTICLE XVIII – INSURANCE

School District shall obtain and maintain at its own expense, during the entire term of this Agreement the following type(s) and amounts of insurance:

- A. Commercial General Liability in the amount of \$2,000,000.00 combined single limit Bodily Injury and Property Damage. The policy shall be endorsed to include coverage for sexual abuse and molestation. Pima County is to be named as an additional insured for all operations performed within the scope of the Agreement between Pima County and District ;

- B. Commercial or Business automobile liability coverage for owned, non-owned and hired vehicles used in the performance of this Agreement with limits in the amount of \$1,000,000.00 combined single limit or \$1,000,000.00 Bodily Injury, \$1,000,000.00 Property Damage;
- C. If this Agreement involves professional services, professional liability insurance in the amount of \$1,000,000.00; and,
- D. If required by law, workers' compensation coverage including employees' liability coverage.

If the School District is self-insured under the State of Arizona Self Insurance Program, such self-insurance shall satisfy the requirements set forth above.

Prior to performing any work or receiving any payment pursuant to this Agreement, Pima County Community Services Department must have current Certificates of Insurance. All Certificates of Insurance must provide for a guaranteed thirty days written notice of cancellation, non-renewal or material change.

ARTICLE XIX - FINGERPRINTS

School District shall comply with applicable provisions of A.R.S. § 46-141, which are hereby incorporated as provisions of this Agreement to the extent such provisions are applicable due to statute, case law, County Agreement or other legal authority

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ARTICLE XXII - ENTIRE AGREEMENT

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

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

PIMA COUNTY

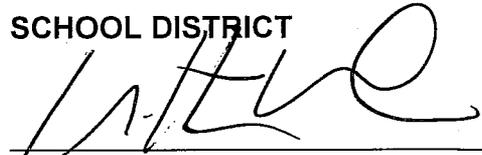
Chair, Board of Supervisors

Date

ATTEST

Clerk of the Board

SCHOOL DISTRICT



School District's Authorized Signature

DR. NATHAN McCUNN

Name (please print)

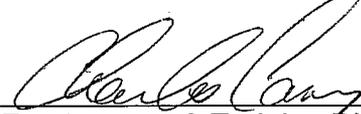
Superintendent

Title (please print)

5/1/13

Date

APPROVED AS TO CONTENT



Employment & Training Director
Community Services

4/30/13

Date

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:

Altar Valley School District:



Deputy County Attorney

3-29-13

Date

N/A

Attorney

Date

EXHIBIT A - SCOPE OF WORK

Altar Valley School District

Work Statement

Title: Summer Work Experience Combined with Academic Instruction

A. Funding

Funding shall be from County General Fund.

B. Program Overview

School District shall provide work experience combined with academic instruction, in area the participant has a tested deficiency in, to participants to prepare them for the workforce and to encourage them to stay in school.

C. Program goals

Ensure participants have the skills they need to stay in school and transition into the work place.

D. Program activities

1. Participants, School District shall:

- a. Provide a 6 week, 6 hours a day, 5 days a week program, a total of 180 hours for participant ages 14 through 21, which offers them a combination of work experience and academic instruction.
- b. Employ one (1) staff for every 5 participants in the education setting.
- c. Employ one (1) staff for every 20 participants in the worksite setting.
- d. Pay participants minimum wage with required fringe.
- e. Ensure at least ½ high school credit in core areas (reading, math, or writing skills) is awarded to participant who successfully completes the academic component.

2. Worksite Providers, School District shall:

- a. Execute an agreement that:
 - i. Commits the worksite provider to supervise and be responsible for each participant(s);
 - ii. Ensures all work performed by the participant(s) is consistent with the job description provided;
 - iii. Requires the worksite provider to assume liability for any injury to participants or property damage;
 - iv. Prohibits the worksite provider from using participants to replace or do the work of employees who have been laid off (see 20 C.F.R. 667.270); and
 - v. Ensures that work experience arrangements do not unfavorably impact current employees and do not impair existing contracts for services or collective bargaining agreements.
- b. Require a written job description for each participant worker and screen all job descriptions to ensure that no tasks are assigned to participant in violation of child labor law and any other applicable laws, policies and safety guidelines.
- c. Provide orientation for worksite supervisors, which include a review of the work site agreement, safety issues and child labor laws.

- d. Visit worksites at least one time a week.
 - e. Monitor the site for compliance with WIA rules and regulations and child labor laws.
 - f. Require participant supervision at all times at the worksite.
 - g. Require worksite supervisors to evaluate participant performance and work-readiness skill level bi-weekly.
 - h. Provide participant orientation covering:
 - i. Time keeping procedures
 - ii. Work and school schedules
 - iii. Payroll schedules
 - iv. Completion of employment paper work
 - f. Notify Workforce Development Specialist (WDS) if supportive services or other problems arise.
3. County shall:
- a. Recruit participants, determine their eligibility for available funding and provide the referred participant written verification of referral indicating funding source.
 - b. Assess the education level of each participant and provide that information to the School District.
 - c. Provide bus passes and other supportive services, as needed, through WDS.

E. Program Location

Altar Valley School and various work sites in the Three Points area of Pima County

F. Target Population

The target age group will be participant in the 14 through 18 range who live in the 85735 and 85736 zip code area

G. Outputs/Number Served and counts of program activities

School District shall serve 35 participants.

H. Outcomes

- 1. Completion rate:
 - 90% of the referred participants shall successfully complete the program by attending 93% of the available hours.
- 2. Skill Attainment
 - a. Earn high school credit.
 - b. Gain one half grade level as measured by pre- and post-program assessment using the TABE
 - c. Increased work readiness skills as measured through pre-post testing and assessment by their worksite supervisor of performance.
 - d. Ensure that each participant completes the Skill Attainment Record, attached as **Exhibit B**.

I. Reporting

- 1. School District shall report the following program information to the referral source:
 - a. Enrollment and attendance records
 - b. Completion results and completion certificate

- c. Outcome of the pre/post testing
 - d. Individual's worksite agreement
 - e. Youth who leave program for post secondary education or unsubsidized employment
2. School District shall provide a final year-end report by September 30.

J. Budget

1. Contractor shall be paid on a Unit Cost basis, for the period of **May 1, 2013 through August 30, 2013**, as follows:

Budget Item	# Participants	Amount	Total Amount
Enrolled participants	35	\$1,314.34	\$46,002.00
Completed participants	31	\$989.29	\$30,668.00
Total Budget	---	---	\$76,670.00

2. Contractor shall be entitled to payment of 60% of the total cost per student after the student is enrolled and has attended 3 days of the program. The remaining 40% of the total cost for the student shall be available when the student completes the program and has received a certificate of completion.
3. Total payment under this Work Statement shall not exceed \$76,670.00.

EXHIBIT B - SUBGRANTEE'S WARRANTIES

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

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