Staff Summary Report

Tempe

Council Meeting Date: 07-17-03 **Agenda Item Number:** 8

SUBJECT: Request approval of Intergovernmental Agreement between Maricopa County Human Services Department Workforce Development Division and the City of Tempe to receive $16,000 for the provision of the State Summer Youth Employment Program.

DOCUMENT NAME: 20030717csjt01 **COMMUNITY SERVICE ADM (0701-01)**

SUPPORTING DOCS: Yes

COMMENTS: N/A

PREPARED BY: Judy Tapscott, Deputy Manager Community Services, Social Services
(480) 350-5432

REVIEWED BY: Tom Canasi, Community Services Manager
(480) 350-5305

LEGAL REVIEW BY: Ron Dunham, Assistant City Attorney
(480) 350-8814

FISCAL NOTE: Funding provided to the City of Tempe for provision of a Summer Youth Employment Program. The amount of the contract is $16,000 to commence August 14, 2003 ending September 30, 2003.

RECOMMENDATION: Approval of the Intergovernmental Agreement between Maricopa County Human Services Department, Workforce Development Division.

ADDITIONAL INFO: Funding made available by the State legislature passed through Maricopa County Human Services Department Workforce Development Division to cities and towns for a Summer Youth Employment Program serving at risk youth.

CONTRACT FOR SERVICES
BETWEEN
MARICOPA COUNTY
By and Through
HUMAN SERVICES DEPARTMENT
And
City of Tempe

Contract: No: C-22-04-180-2 Contract Type: Fixed Price

Contract Amount: $16,000.00 Purpose: Summer Youth Program

Contract Start Date : August 14, 2003

Contract Termination Date: September 30, 2003

This contract is entered into by and between the City of Tempe, hereinafter referred to as the Contractor, and Maricopa County, by and through the Human Services Department, hereinafter referred to as the Department. The Contractor, for and in consideration of the covenants and conditions, shall provide and perform the services set forth herein. All rights and obligations of the parties shall be governed by the terms of this document, its exhibits, attachments, and appendices, including any Subcontracts, Amendments, or Change Orders as set forth herein and in:

Section I - General Provisions
Section II - Special Provisions
Section III - Work Statement

Contractor Representative: Peggy Goldberg, Youth Coord. Phone: 480-350-5627
Address: 3500 S Rural Rd Tempe, AZ 85282

Maricopa County: Department Director
Address: 234 N. Central Ave., Suite 3201 / Phoenix, Arizona 85004

Agreement No: C-22-04-180-2 Contractor: City of Tempe

Notice under this Agreement shall be given by personal delivery or by registered or certified mail to the addresses set forth above and shall be effective upon receipt by the party to whom addressed unless otherwise indicated in said notice.

This Agreement contains all the terms and conditions agreed to by the parties. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto. Nothing in this Agreement shall be construed as a consent to any suit or waiver of any defense in a suit brought against the State of Arizona, Maricopa County, or the Contractor, in any State or Federal Court.

IN WITNESS THEREOF, the parties enter into this Agreement:

CONTRACTOR:	MARICOPA COUNTY BOARD OF SUPERVISORS:
Signature	Signature
Typed Name and Title	Fulton Brock, Chairman Typed Name and Title
	Clerk, Board of Supervisors

This Agreement has been reviewed pursuant to Section 11-251 and 11-951, et seq., Arizona Revised Statutes, by the undersigned Deputy County Attorney who has determined that it is proper in form and within the power granted under the laws of the State of Arizona.

APPROVED AS TO FORM:

CITY OF TEMPE	RICHARD ROMLEY MARICOPA COUNTY ATTORNEY
City Attorney	Deputy County Attorney

GENERAL PROVISIONS

A. EFFECT

To the extent that the Special Provisions are in conflict with the General Provisions, the Special Provisions shall control. To the extent that the Work Statement(s) and the Special or General Provisions are in conflict, the Work Statement(s) shall control. Nothing herein shall operate to increase the Operating Budget without a written Amendment thereto.

B. DEFINITIONS

As used throughout this Contract, the following terms shall have the meanings set forth:

1. Board of Supervisors means the Maricopa County Board of Supervisors.

2. Contract means the resulting legal agreement between the Maricopa County, by and through the Maricopa County Human Services Department, and another entity or entities, including Intergovernmental Agreements.

3. Contract Administrator means the person administering the Contract on behalf of the Department.

4. Contractor means the person, firm or organization listed on the Cover Page of the Contract.

5. Contract Specialist means the liaison between the Department and the Contractor that is responsible for contract monitoring and technical assistance.

6. Department means the Maricopa County Human Services Department.

7. Director means the Director of the Department.

8. Fidelity Bond means a bond to indemnify the Contractor against losses resulting from fraud or lack of integrity, honesty or fidelity of one or more employees, officers or other persons holding a position of trust.

9. Juvenile means any person under the age of eighteen (18).

10. Payment Bond means a bond executed to assure payment as required by law of all persons performing work or providing materials in the execution of work provided in this Contract.

11. Performance Bond means a bond executed to secure fulfillment of all of the Contractor's obligations under this Contract.

12. Provider means any Contractor and/or Subcontractor providing services required by this contract.

13. Public Agency means any governmental unit established by Charter, Statute, Congressional Act or Presidential Executive Order.

14. Subcontract means any contract entered into by a Contractor with a third party for performance of any of the work or provision of any of the services covered by this Contract.

15. Subcontractor means an agency funded through the Contractor to provide services required by the Work Statement. A subcontract must be approved in writing by the Contract Administrator.

16. Work Statement means the section of this Contract, which contains a description of services to be delivered pursuant to this Contract.

C. GENERAL REQUIREMENTS

1. The terms of this Contract shall be construed in accordance with Arizona law; any action thereon shall be brought in the appropriate court in the State of Arizona.

2. The Contractor shall, without limitation, obtain and maintain all licenses, permits and authority necessary to do business, render services and perform work under this Contract, and shall comply with all laws regarding unemployment insurance, disability insurance and worker's compensation.

3. The Contractor is an independent Contract in the performance of work and the provision of services under this Contract and is not to be considered an officer, employee or agent of Maricopa County.

4. Contractor shall not make any payments, either directly or indirectly, to any person, partnership, corporation, trust or other organization which has a substantial interest in Contractor's organization or with which Contractor (or one of its Directors, officers, owners, trust certificate holders or a relative thereof) has a substantial interest, unless Contractor has made full written disclosure of the proposed payments to the Department and has received written approval therefor.

5. For purposes of this provision, the terms "substantial interest" and "relative" shall have the same meanings as in A.R.S. 38-502.

D. AMENDMENTS

All Amendments to this Contract shall be in writing and signed by both parties.

E. ASSIGNMENT/SUBCONTRACTING

No right, liability, obligation or duty under this Contract will be assigned, delegated or subcontracted in whole or in part, without the prior written approval of the Contract Administrator. Contractor shall bear all liability under this Contract, even if it is assigned, delegated or subcontracted, in whole or in part, unless the Department agrees otherwise.

F. AVAILABILITY OF FUNDS

1. The provisions of this Contract relating to payment for services shall become effective when funds assigned for the purpose of compensating the Contractor, as herein provided, are actually available to the Department disbursement. The Director shall be the authority in determining the availability of funds under this Contract and the Department shall keep the Contractor fully informed as to the availability of funds.

2. If any action is taken by any State agency, Federal department or any other agency or instrumentality to suspend, decrease or terminate its fiscal obligation under, or in connection with this Contract, the Board of Supervisors may amend, suspend, decrease or terminate its obligations under, or in connection with this Contract. In the event of termination, Maricopa County shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services performed are in accordance with the provisions of this Contract. The Department shall give written notice of the effective date of any suspension, amendment, or termination under this section, at least ten (10) days in advance.

G. DISPUTES

1. Except as may otherwise be provided for in this Contract, any dispute not involving a question of law arising during contract performance, that is not resolved between the parties within a reasonable time shall be submitted in accordance with the Department's contract disputes process.

2. The Contract Administrator administering the contract shall reduce his/her decision to writing and mail or otherwise furnish the Contractor with a copy. The decision of the Contract Administrator shall be final and conclusive unless within seven (7) working days from the date of receipt of such a copy, a written notice of appeal is filed with the Director. The Director shall provide the Contractor with a written response within fourteen (14) working days following its receipt. The decision of the Director shall be final and conclusive unless the Contractor requests in writing within seven (7) working days following receipt of the Director's decision that the responsible Associate County Administrator review the decision.

3. A written decision of the Associate County Administrator will be issued within thirty (30) calendar days and shall be the final position of Maricopa County concerning the dispute, excepting where applicable State or Federal law or regulation specifies otherwise.

4. Pending a final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of this Contract in accordance with the Contract Administrator's decision.

H. DEFAULT

The Director may recommend to the Board of Supervisors to suspend, terminate or modify this Contract immediately upon written notice to the Contractor in the event of nonperformance of stated objectives or other material breach of contractual obligations; or upon the occurrence of any event which would jeopardize the ability of the Contractor to perform any of its contractual obligations. The County reserves the right to have service provided by other than the Contractor if the Contractor is unable or fails to provide required service with the specified time frame.

I. TERMINATION

1. This contract is subject to cancellation in accordance with the provisions of A.R.S. § 38-511.

2. Either party may terminate this Contract at any time, with sixty (60) days notice in writing to the other party (unless terminated by the Board of Supervisors under Availability of Funds provision). Such notice shall be given by personal delivery or by Registered or Certified mail.

3. This Contract may be terminated by mutual written agreement of the parties specifying the termination date therein.

4. Maricopa County has the right to terminate this Contract upon twenty-four (24) hour notice when the County deems the health or welfare of the service recipients are endangered or Contractor non-compliance jeopardizes funding source financial participation. If not terminated by one of the above methods, this Contract will terminate upon the expiration of the term of this Contract stated on the Cover Page of this document.

J. SEVERABILITY

Any provision of this Contract which is determined to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof, and remaining provisions shall remain in full force and effect.

K. STRICT COMPLIANCE

Acceptance by the Department on behalf of the County of performance not in strict compliance with the terms hereof shall not be deemed to waive the requirement of strict compliance for all future performance obligations. All changes in performance obligations under this Contract will be in writing.

L. NON-LIABILITY

Maricopa County, its officers and employees and its Grantor agencies shall not be liable for any act or omission by the Contractor or Subcontractor or any employee, officer, agent or representative of Contractor or Subcontractor occurring in the performance of this Contract, nor shall these entities be liable for purchases or Contracts made by the

Contractor, Subcontractor or any employee, officer agent or representative of Contractor or Subcontractor, in anticipation of funding hereunder.

M. INDEMNITY

The Contractor agrees to indemnify, hold harmless and defend Maricopa County, its officers and employees, its Grantor agencies, their officers, boards, commissions and employees from and against any and all claims, damages, suits and proceedings, regardless of the merits, from liability, punitive damages, costs or expense of every type, including reasonable attorney's fees, all or any part thereof arising out of or in connection with or by reason of, any act or **omission** of the Contractor or any Subcontractor or anyone directly or indirectly employed by either the Contractor or the Subcontractor. Contractor shall reimburse the County for its costs and for time spent by its attorneys based upon reasonable attorney's fees prevailing in the community, for defense of any litigation. Contractor shall include a clause to this effect in all subcontracts ensuring to the benefit of the above named entities.

N. CONTRACTOR LIABILITY

The Contractor acknowledges and agrees that it is liable and responsible for any act or omission by the Contractor, its employees, agents, officers, representatives, and subcontractors occurring in the course of Contractor's performance of this Contract, whether such act or omission occurs on County property or elsewhere. Contractor shall be liable for any loss or damage arising out of or related to Contractor's performance of this contract, Contractor shall bear the above stated liability, even in absence of its own negligence, unless County actions or omissions caused the loss or damage. Contractor shall bear the above stated liability, consequential, incidental, direct, and indirect damages, and shall be liable for all costs, including attorney's fees, incurred by the County to enforce this provision.

O. TECHNICAL ASSISTANCE

The Department will provide reasonable technical assistance to the Contractor to assist in complying with State and Federal laws, regulations and accountability for diligent performance and compliance with the terms and conditions of this Contract and all applicable laws, regulations and standards. However, this in no way relieves the Contractor of full responsibility and accountability for its actions and performance in compliance with the terms of this Contract.

P. SINGLE AUDIT ACT REQUIREMENTS

Contractors in receipt of Federal funds through Maricopa County Human Services Department are subject to Federal audit requirements according to P.L. 98-502 "The Single Audit Act". The contractors shall comply with OMB A-128 by contracting for A-128, A-110 attachment F, A-133, or program audits as applicable. Upon completion, such audits shall be made available for public inspection and submitted to Maricopa County Internal Audit for review within thirty (30) days of completion. Audits shall be submitted within the twelve (12) months following the close of the fiscal year. Contractors shall take corrective actions within six (6) months of the date of receipt of the reports. The

Department of Housing & Human Services shall consider sanctions as described in section 17 of OMB A-128 for contractors not in compliance with the audit requirements.

Q. AUDIT DISALLOWANCES

1. The Contractor shall, upon written notice thereof, reimburse Maricopa County for any payments made under this Contract, which are disallowed, by a Federal, State or Maricopa County audit in the amount of the disallowance, as well as court costs and attorney fees which Maricopa County spends to pursue legal action relating to such disallowance. Court costs and attorney fees incurred will be specifically identified as applicable to the recovery of the disallowed costs in question.

2. If at any time it is determined by Maricopa County that a cost for which payment has been made is a disallowed cost, the Department will notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of the Department, either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Contractor forthwith issuing a check payable to Maricopa County.

R. STAFF AND VOLUNTEER TRAINING

The Department may make available to the Contractor the opportunity to participate in any applicable training activities conducted by the Department.

S. OFFICIALS NOT TO BENEFIT

No member of the Department, Maricopa County, the Arizona State Legislature, or member of, or delegate to Congress, or a resident Commissioner will be admitted to any share or part of this Contract, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this Contract if made with a corporation for its general benefit.

T. CLEAN AIR ACT

If the total face value of this Contract exceed $100,000, the Contractor agrees to comply with all regulations, standards and orders issued pursuant to the Clean Air Act of 1970 as Amended (42 USC 1857b, et.seq.) to the extent any are applicable by reason of performance of this Contract.

U. LOBBYING

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any 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 contract, 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 agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

V. RELIGIOUS ACTIVITIES

The Contractor agrees that costs, planned or claimed, including costs incurred by any Subcontractor, shall not include any expense for any religious activity.

W. POLITICAL ACTIVITY PROHIBITED

None of the funds, materials, property or services contributed by Maricopa County or the Contractor under this Contract shall be used in the performance of this Contract for any partisan political activity, or to further the election or defeat of any candidate for public office.

X. COVENANT AGAINST CONTINGENT FEES

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee. For breach or violation of this warranty Maricopa County shall have the right to annul this Contract without liability.

Y. SAFEGUARDING OF PARTICIPANT INFORMATION

The use or disclosure by any party of any information concerning an applicant for, or recipient of, service under this Contract is directly limited to the conduct of this Contract. Contractor and its agents shall safeguard the confidentiality of this information, just as Contractor would safeguard its own confidential information. Contractor shall include a clause to this effect in all subcontracts.

Z. RIGHTS IN DATA

The parties hereto shall have the use of data and reports resulting from this Agreement without cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

AA. COPYRIGHTS

If the Contract results in a book or other written material, the author is free to copyright the work, but Maricopa County reserves a royalty-free, nonexclusive, perpetual and irrevocable license to reproduce, publish, or otherwise use and to authorize other to use, all copyrighted material and all material, which can be copyrighted resulting from the Contract.

BB. PATENTS

Any discovery or invention arising out of, or developed in the course of, work aided by this Contract shall be promptly and fully reported to the Department for determination as to whether patent protection on such invention or discovery shall be sought and how the rights in the invention or discovery, including rights under any patent issued thereon, shall be disposed of and administered, in order to protect the pubic interest.

CC. CONTRACT COMPLIANCE MONITORING

The Department will monitor the Contractor's compliance with, and performance under, the terms and conditions of this Contract. On-site visits for Contract compliance monitoring may be made by the Department and/or its grantor agencies at any time during the Contractor's normal business hours, announced or unannounced. The Contractor shall make available for inspection and/or copying by the Department's monitors, all records and accounts relating to the work performed or the services provided under this Contract, or for similar work and/or service provided under other grants and Contracts.

DD. CONTINGENCY RELATING TO OTHER CONTRACTS AND GRANTS

1. The Contractor shall, during the term of this Contract, immediately inform the Contract Administrator in writing of the award of any other contract or grant including any other contract or grant awarded by Maricopa County where the award of such contract or grant may affect either the direct or indirect costs being paid/reimbursed under this Contract. Failure by the Contractor to notify the Department of such award shall be considered a violation of the Contract and Maricopa County shall have the right to annul this Contract without liability.

2. The Contract Administrator may request, and the Contractor shall provide within a reasonable time, a copy of such other contract or grant, when in the opinion of the Contract Administrator the award of the other contract or grant may affect the costs being paid or reimbursed under this Contract.

3. If the Contract Administrator determines that the award to the Contractor of such other Federal, State or County contract or grant has affected the costs being paid or reimbursed under this Contract, the Contract Administrator will prepare a Contract Amendment effecting a cost adjustment. If the Contractor protests the proposed cost adjustment, the protest shall be construed as a dispute within the meaning of the "Disputes" clause contained herein.

EE. MINIMUM WAGE REQUIREMENTS

The Contractor agrees and warrants that it shall pay all its employees engaged in performing work or providing services under the terms of this Contract not less than the minimum wage specified under Section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

FF. RECOGNITION OF DEPARTMENT SUPPORT

The Contractor agrees to give recognition to the Department, Maricopa County and the funding source for its support when the Contractor publishes material or releases public information, which is paid for totally or in part, with funds received by the Contractor under the terms of this Contract.

GG. INSURANCE

The Contractor shall have in effect at all times during the term of this Contract, insurance which is adequate to protect Maricopa County, its officers and employees, participants and equipment funded under the Contract against such losses as are set forth below. The Contractor shall name Maricopa County as an additional insured party. The Contractor shall provide the Department with documentation of insurance coverage by furnishing the Contract Administrator a Certificate of Insurance or a certified copy of the insurance policy or other such documentation as is required by the Contract Administrator.

1. The following types and amounts of insurance are required as minimum:

   a. Worker's Compensation according to statutory limits.
   b. Unemployment Insurance as required by Arizona Law.
   c. Public Liability, Bodily Injury and Property Damage;
      1) General Liability, each occurrence, $1,000,000
      2) Property Damage $1,000,000; or
      3) Combined single limit, each occurrence, $1,000,000 minimum.
   d. Automobile and Truck Liability, Bodily Injury and Property Damages:
      1) General Liability,, each occurrence, $1,000,000
      2) Property Damage $1,000,000; or
      3) Combined single limit, each occurrence, $1,000,000, minimum.
   e. Standard minimum deductible amounts are allowable. Any deductible amounts are the responsibility of the Contractor and reimbursement, if any, under this Contract are subject to regulatory provisions of the funding source(s) of this Contract.
   f. Property or equipment purchased or furnished through funds provided under this Contract shall be fully insured for the purchase/replacement cost of such property or equipment.

2. Contractors providing professional or semi-professional personal services for which malpractice or professional liability coverage is available, such as medical, psychiatric or legal services, shall carry minimum liability coverage of ONE MILLION DOLLARS ($1,000,000) each occurrence and provide the Department with proof of coverage.

3. Public agencies will provide such coverage as required by law.

HH. BONDING

1. The Contractor shall not receive any initial reimbursements under this Contract in an amount greater than the Contractor's bonding limit. Contractor shall provide the Contract Administrator with documentation of required bonding.
2. Contractor shall have fidelity bonding of not less than the maximum amount of cash on hand or an amount equal to the initial reimbursement whichever is greater.
3. Bonding requirements shall prevail throughout the term of this contract.

II. GRIEVANCE PROCEDURE

The Contractor shall establish a system through which applicants for, and recipients of, services may present grievances and may take appeals about eligibility and other aspects of the Contractor's work under this Contract. The grievance procedure shall include provisions for notifying the applicants for, and recipients of, services of their eligibility or ineligibility for service and their right to appeal to the Department if the grievance is not satisfied at the Contractor's level.

JJ. NON DISCRIMINATION

The Contractor, in connection with any service or other activity under this Contract, shall not in any way, discriminate against any person on the grounds of race, color, religion, sex, national origin, age, disability, political affiliation or belief. The Contractor shall include a clause to this effect in all Subcontracts ensuring to the benefit of the Contractor or Maricopa County.

KK. EQUAL EMPLOYMENT OPPORTUNITY

The Contractor shall not discriminate against any employee or applicant for employment because of race, age, disability, color, religion, sex or national origin. The Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, age, disability, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor shall, to the extent such provisions apply, comply with Title VI and VII of the Federal Civil Rights Act; the Federal Rehabilitation Act; the Age Discrimination in Employment Act; American With Disabilities Act and; Arizona Executive Order 75-5 which mandates that all persons shall have equal access to employment opportunities.

LL. FINANCIAL MANAGEMENT

The Contractor shall establish and maintain a special (separate) bank account for funds provided under this Contract, or an accounting system that assures the safeguarding and accountability of all assets provided under this Contract. No part of the funds deposited in the special bank account shall be commingled with other funds of the Contractor. Any interest earned shall be disposed of in a manner specified by Maricopa County in accordance with applicable State and Federal regulations. If a separate bank account is established, the Contractor shall provide a signed special bank account agreement authorizing the County to obtain information about the account. If an accounting system is used, it shall be in accord with generally accepted accounting principles.

MM. RETENTION OF RECORDS

1. This provision applies to all financial and programmatic records, supporting document, statistical records and other records of the Contractor, which are reasonably considered as pertinent to this Contract.

2. The Contractor agrees to retain all records relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer and the Department, Federal and State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of any and all said materials.

NN. ADEQUACY OF RECORDS

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that allowable services were provided to eligible participants, the Contractor shall reimburse Maricopa County for the services not supported and documented.

OO. COMPETITIVE BID REQUIREMENTS

1. Equipment
If this Contract is with other than a Public Agency, the Contractor shall obtain all equipment to be utilized in the performance of the Contract, and purchased with funds provided under this Contract, at the lowest practical cost and shall purchase by a system of competitive bidding as follows:

   a. Procurements in excess of $300 but less than $1,000 require oral price quotations from two or more vendors. A record of the vendor's verbal quotations will be maintained. The award shall be made to the lowest bidder meeting specification requirements concerning price, conformity to specifications, and other purchasing factors.
   b. Procurements exceeding an aggregate amount of $1,000 must be approved by the Contract Administrator. At least three bidders shall be solicited to submit written quotations. The Contractor shall solicit written quotations by issuing a Request for Quotation to at least three (3) vendors. The award shall be made to the lowest bidder meeting specification requirements concerning price, conformity to specifications, and other purchasing factors.

2. Supplies
If this Contract is with other than a Public Agency, the Contractor shall obtain all supplies to be utilized in the performance of the Contract, and purchased with funds provided under this Contract, at the lowest practical cost and shall purchase by a system of written quotes whenever the price of supplies is expected to be greater than $300, unless prior written approval to purchase by an alternate method is obtained from the Contract Administrator.

3. Minority/Women and Small Business Enterprises

The Contractor shall take positive steps to provide an opportunity for minority/women and small businesses to compete in the procurement of equipment and supplies.

4. If the Contractor is a Public Agency, the Contractor's own bidding procedures shall govern.

5. Funding source requirements relating to competitive bid procedures may supersede any or all subparts of this clause and will be specified in the Special Provisions Section of this Contract.

PP. PROPERTY

Any property furnished or purchased pursuant to the terms of this Contract shall be utilized, maintained, repaired and accounted for in accordance with instructions furnished by the Department, and shall revert to Maricopa County upon termination of this Contract, or otherwise be disposed of in accordance with instructions issued by the Contract Administrator. Repair costs of such property are the responsibility of the Contractor within the limits budgeted herein. Repair costs beyond the budgeted amount are subject to approval by the Contract Administrator.

QQ. IMMIGRATION REFORM AND CONTROL COMPLIANCE

Contractor understands and acknowledges the applicability of the Immigration Reform and Control Act of 1986 (IRCA). Contractor agrees to comply with the IRCA in performing under this Agreement and to permit County inspection of personnel records to verify such compliance.

RR. DRUG-FREE WORKPLACE ACT

The Contractor agrees to comply with the Drug-Free Workplace Act of 1988 (Public Law 100-690). This statute required that contractors and grantees of Federal funds must certify that they will provide drug-free workplaces. This certification is a precondition to receiving a grant or contract.

SS. GOVERNOR'S EXECUTIVE ORDER NO. 88-26

The Contractor is required to use the Arizona Taxonomy of Human Services for reporting and contracting purposes.

TT. STATUTORY RIGHT OF CANCELLATION

Notice is given that pursuant to A.R.S. § 38-511, the County may cancel this contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or consultant to any other party of the contract with respect to the subject matter of the contract. Additionally, pursuant to A.R.S. § 38-511, the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating,

securing, drafting or creating the contract on behalf of this County from any other party to the contract arising as the result of the contract.

UU. BASIC RIGHTS AND OBLIGATIONS OF THE PROVIDER

The provisions of A.R.S.§ 46-141 are hereby incorporated as provisions of this Contract.

1. Any contract provider for the provision of services to juveniles shall provide that personnel who are employed by the provider, whether paid or not, and who are required or allowed to provide services directly to juveniles shall be fingerprinted as a condition of employment. The Provider shall submit employee fingerprints to the to the agency designated below before the performance of any job duties by the employee which require or allow the employee to provide services directly to juveniles without supervision. Personnel under eighteen years of age shall not be prohibited from employment solely because criminal history record information is not available to the department.

   a. Contractors providing Job Training Partnership Services (JTPA): Arizona Department of Economic Security,
   b. Contractors providing Head Start Services: Arizona Department of Health Services, Office of Fingerprint Services, 1647 E. Morten Ave., Suite 190, Phoenix, Arizona 85020.

2. The provider shall assume the costs of fingerprint checks and may charge these costs to its fingerprinted personnel. The department may allow all or part of the costs of fingerprint checks to be included as an allowable cost in a contract.

3. Personnel who are employed by any provider, whether paid or not, and who are required or allowed to provide services directly to juveniles shall certify on forms provided by the Department and notarized whether they are awaiting trial on or have ever been convicted of any of the following criminal offenses in this state or similar offenses in another state or jurisdiction prior to the performance of any job duties by the employee which require or allow the employee to provide services directly to juveniles without supervision.

   Sexual abuse of a minor; incest; first or second degree murder; kidnapping; arson; sexual assault; sexual exploitation of a minor; contributing to the delinquency of a minor; commercial sexual exploitation of a minor; felony offenses involving distribution of marijuana or dangerous or narcotic drugs; burglary; robbery; a dangerous crime against children as defined in A.R.S. § 13-604.01; child abuse; sexual conduct with a minor; molestation of a child; manslaughter; aggravated assault.

4. Personnel who are employed by any provider, whether paid or not, and who are required or allowed to provide services directly to juveniles shall certify on forms provided by the Department and notarized whether they have ever committed any act of sexual abuse of a child, including sexual exploitation and commercial sexual exploitation or any act of child abuse prior to the performance of any job duties by the employee which require or allow the employee to provide services directly to juveniles without supervision.

5. This contract may be cancelled or terminated if the fingerprint check or the certified form of any person who is employed by a provider, whether paid or not, and who is required or allowed to provide services directly to juveniles discloses that a person has committed any act of sexual abuse of a child, including sexual exploitation or commercial sexual exploitation, or any act of child abuse or that the person has been convicted of or are awaiting trial on any of the following criminal offenses in this state or similar offenses in another state or jurisdiction:

   Sexual abuse of a minor; incest; first or second degree murder; sexual assault; sexual exploitation of a minor; commercial sexual exploitation of a minor; a dangerous crime against children as defined in A.R.S. § 13-604.01; child abuse; sexual conduct with a minor; molestation of a child.

   The provider may avoid cancellation or termination of the contract if the person whose fingerprints or certification form shows that he has been convicted or is awaiting trial on the offenses listed in this subsection or has committed any of the acts listed in subsection 5 of this section is immediately prohibited from employment or service with the provider in any capacity requiring or allowing contact with juveniles.

6. The contract may be cancelled or terminated if the fingerprint check or certified form of any person who is employed by a provider, whether paid or not, and who is required or allowed to provide services directly to juveniles without supervision discloses that the person has been convicted of or is awaiting trial on any of the following criminal offenses in this state or similar offenses in another state or jurisdiction: Arson; contributing to the delinquency of a minor; felony offenses involving distribution of marijuana or dangerous or narcotic drugs; burglary; robbery; kidnapping; manslaughter; aggravated assault.

   The provider may avoid cancellation or termination of the contract if the person whose fingerprints or certification form shows that he has been convicted of or awaiting trial on an offense or similar offense as listed in this subsection is immediately prohibited from employment or service with the provider in any capacity requiring or allowing the person to provide services directly to juveniles without supervision.

7. The requirements of subsections 1 through 6 of this section do not apply to any personnel who are employed by a provider that has a contract for services to juveniles with or is licensed or certified by the Department of Health Services, The Supreme Court or the State Department of Juvenile Corrections and who have been fingerprinted and submitted the required certification forms in connection with that employment.

8. Adult clients of a provider or licensee who are receiving treatment services are exempt from the requirements of this section, unless they provide services directly to juveniles without supervision. Volunteers who provide services to juveniles under the direct visual supervision of the contractor's or licensee's employees are exempt from the fingerprinting requirements of this section.

VV. <u>EMPLOYMENT DISCLAIMER</u>

This Contract is not intended to constitute, create, give rise to, or otherwise recognize a joint venture agreement, partnership or other formal business association or organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth in this Contract.

The parties agree that no individual performing under this Contract on behalf of the Contractor is to be considered a County employee, and that no rights of County civil service, County retirement, or County personnel rules shall accrue to such individual. The contractor shall have total responsibility for all salaries, wages, bonuses, retirement, withholdings, workman's compensation, occupational disease compensation, unemployment compensation, other employee benefits, and all taxes and premiums appurtenant thereto concerning such individuals and shall save and hold the County harmless with respect thereto.

WW <u>YEAR 2000 COMPLIANCE</u>

All contractors who are suppliers of any and all "Products" and services contracted by Maricopa County will be Year 2000 Compliant. "Year 2000 Compliant" means that they can continue their business operations and will accurately process date and time data from, into and between the 20th and 21st centuries, the year 1999 and 2000, and for all leap years. "Process Date and Time Data" includes, but is not limited to, date calculations, logical functions, program branching, format conversion, edits and validations, and the use of dates in comparisons, sorting, sequencing, merging, retrieving, searching and indexing. Furthermore, Year 2000 Compliant, when used in combination with their (contractor) other date required interfaces, shall accurately process date and time data either passed to or received from their other customers/suppliers and properly exchanges date and time data with them.

STATE-FUNDING SUMMER YOUTH EMPLOYMENT PROGRAM

A. DEFINITIONS

As used throughout this Contract:

- SSYEP means State-funded Summer Youth Employment Program.
- WIA means the Workforce Investment Act of 1998.

B. PURPOSE

The purpose of this contract is to provide services to individuals eligible for said services detailed in the Work Statement. Contractor shall perform and provide the services as identified in the Work Statement(s), and shall immediately notify the Contract Administrator whenever it is unable to, or anticipates an inability to, perform any of the work, or provide any of the services, required by the terms of this contract.

C. ELIGIBLE PROGRAM PARTICIPANTS

At risk youth, which are defined as children who are eleven to eighteen years of age at the time of eligibility, and who are one or more of the following:

- *Identified by a law enforcement agency or juvenile court as in need of services;*
- *Identified by a school as at-risk of failing or dropping out;*
- *From a family whose annual income is below 150% of the federal poverty income guideline as determined and published by the United States Office of Management and Budget.*

D. PROGRESS REPORTS

Expense/program reports required under this contract are due to Maricopa County Human Services no later than November 15, 2002. Failure to comply with this requirement, may result in the loss of funding in subsequent years.

E. ADVERTISEMENTS

All public announcements, bulletins, and other advertisements pertaining to programs funded under the WIA must identify the Human Services Department, Maricopa Workforce Connections, and WIA as the source of the funding.

E. APPLICABLE LAWS/REGULATIONS

The Contractor shall comply with all applicable Federal, State, and Local statutes and ordinances, and any regulations promulgated thereunder. This includes, but is not limited to, the hatch Act of 1982 (5 USC 1501, et. Seq.), the Workforce Investment Act, Title VI

and Title VII of the Civil Rights Act of 1964 (as amended), Department Directives, Federal Management Circular (FMC) 74-4, Restrictions of Lobbying (31 USC 1352, et. Seq.), and 26 CFR Parts 1,7,10,25,53,56, and 602.

City of Tempe Proposal
For
2003 State Summer Youth Employment Program

Introduction

The City of Tempe proposes to provide the highly successful Career Internship program to 25 students at Tempe High School during the months of August, and September, during the fall intercession. This will mark the seventh year that this program has been available. This program has received community wide recognition. The program was selected by the East Valley Tech Prep consortium as an innovative program to be presented at the Region V Career and Vocational Educators conference in April of 2000. This program was also presented at the Arizona School Counselors Conference in March of 2001. Both Maricopa County and State grants through the Governors Office of Community programs have funded the Career Internship program. The continued success of the program lies in the strong partnerships developed, between the City of Tempe, Tempe Union High School District, Chamber of Commerce, Gateway Community College and Maricopa County Workforce Development Division. Many original work site partnerships have continued to request students from this program.

Eligibility Determination

The population at Tempe High School is very diverse. The boundaries of Tempe High School encompass the census tracts, which report the highest unemployment rates and lowest incomes within the district boundaries. In addition Tempe High School has the highest dropout rate of 7.64% in the district. The number of students eligible for the subsidized lunch program is well over 50% of the student body. Referrals to the juvenile court were highest within the Tempe High School boundaries. Student recruitment will occur on campus and will be limited to those serious about the Career Internship opportunity. Eligibility will be determined by looking at both academic risks as well as income guidelines. Students who are at-risk of falling behind, dropping out or failing will be targeted. High School guidance counselors will verify this information according to school records. In addition students will also selected if the family income falls below 150% of the Federal poverty income guidelines. Students involved with the Juvenile court, identified by law enforcement agencies, or probation officers will also be targeted. The eligibility determination will occur on campus within the guidance department and information will be treated in a confidential manner.

Enrollment

Recruitment will occur on campus during the week of August 16th through the 20th. Students will need to complete an application for the program. The applications will be turned into the guidance department where eligibility will be determined. A total

of twenty-five students will be selected for this opportunity. Students in their senior or junior year will be targeted.

Planned Activities

After selection of the participants, Youth Employment staff will individually interview each student and require completion of the Arizona Career Resource Network Ideas Interest Inventory. Using the application, individual interview and interest inventory results, ideal work site placements will be developed. Youth Employment staff will recruit businesses and organizations in the community willing to provide a placement and mentor for each student. Prior to the intercession selected students will receive eight hours of classroom training in both **work place maturity** and **job readiness skills**. This training will occur in the classroom prior to placement. Each student will be required to successfully complete all training assignments prior to placement.

The training will consist of the following; verbal communication skills, work place ethics, conflict resolution, resumes, job applications, proper dress, telephone etiquette, work site expectations, and program requirements. Youth will be eligible to receive **a quarter high school credit.** Students and mentors will be given an orientation meeting prior to starting their placement. Each student will be interviewed individually to determine career/ work experience interests and specific needs. Students will receive a class syllabus with dates and activities to be completed in order to earn the high school credit. Each work placement will assign a mentor who will provide guidance to that student during this experience. Students will evaluate their knowledge of work place expectations and industry specific knowledge gained through this experience. Eight hours of Classroom training will occur during the month of August and September prior to students starting their placements. Students will be given the opportunity to begin work part time during the later part of August and through the month of September. If the student chooses the work experience may occur during the fall intercession. The program will complete on or before September 30th. Students will be eligible to work a total of 80 hours.

During the internship youth employment staff will monitor the placements through site visits and telephone contact. Work site mentors/supervisors will be asked to complete a weekly evaluation on each student. Mentors will be encouraged to provide a wide overview of their industries activities to the students, both through **observation and hands-on experience.** The Mentors will also be asked to provide feedback to students on their work performance.

Students will be required to keep a daily journal recording their observations and experiences. In addition the following will be required, a research paper on the specific industry/career they interned at, an updated copy of their resume, thank you letter to their mentor, evaluation of the work site, evaluation of the program, and copies of their journal.

Planned Outcomes

Students will be eligible to receive an additional quarter high school credit. The training that students will be participating in will provide essential work skills as well as exposure to a future career choice. This type of experience will clearly show the link between education and future employment. The opportunity to interact with positive adult mentors will also encourage students to continue their education. Students experiencing first hand what a particular career entails may be encouraged to pursue this field or they may find another related field that interests them. Each student will have a completed portfolio with a resume, and letter of recommendation from the work site mentor. Students will receive specific training in filling out job applications, interviewing and goal setting. A pre/post assessment will be administered to determine the competency gained by training and work site experiences.

Methods of Evaluation

Students will be given a pre- assessment questionnaire on their knowledge of work place skills, and knowledge of their identified career industry. This will also be administered upon completion of the program. The post evaluation will serve to measure modification to career and educational goals upon exposure to the work environment and career areas of interest. Students will also be asked to evaluate the program and their work site. Mentors will be given a work skill evaluation form regarding their student's performance. This evaluation will be shared with the student to provide them with feedback necessary to be successful in future work experiences. Students will also be given an opportunity to complete a professional portfolio consisting of an up to date resume, copies of performance evaluations, and letters of recommendation. Mentors will be given an evaluation on the program to complete. Students who have completed the program requirements to receive the quarter high school credit will be recognized at a school function. The number of youth that complete the program will serve also as an indicator of program success.

Budget

a. Salaries:

$16.00/hour x 30 hours x six weeks	*$2,880*

b. ERE: (FICA and State retirement)

$2,880 x 7.65%,	*$220*
X 5.7%	*$165*

c. Combined salaries and fringe benefits	$3,265

d. Youth Wages:

25 *youth x 80 hours x $5.50*	*$11,000*

e. Contracted positions: 1

Workshop Presenter	$250
f. Materials and Supplies:	*$760*
g. Travel/Mileage	$100
h. Other expenses	$625
Maximum Total Reimbursable Amount	***$16,000***

Budget Summary

In order to implement the Career Internship Program **additional staff** will be hired to cover 30 hours per week for the six-week period, (August 14th through September 30th, 2003). Due to the temporary nature of this work, the **fringe benefits** that will be provided are FICA and Arizona State retirement. Staff duties will include: coordinating with School and Chamber of Commerce officials, recruitment of students and businesses, conducting training and orientation, program monitoring, evaluation, as well as regular office support.

The students participating in the Career internship Program that will be paid a **learning stipend (youth wages)** of $5.50 per hour based on the number of training and internship hours completed. The **Contracted position** will be a workshop presenter providing eight hours of job skills readiness training and career assessments. **Materials and supplies** for the Career Internship will include training and orientation supplies, film and photo development from site visits, and recognition materials. **Travel and mileage** will be reimbursed at a rate of 36.5 cents per mile. This will be needed for site visits. **Other expenses** will consist of fees for the quarter credit and or incentives for successful completion.

Personnel Contacts

The signature authority for the intergovernmental agreement between Maricopa County and the City of Tempe will be the Mayor of Tempe Neil G. Giuliano. The contact person for program questions and fiscal matters will be Peggy Goldberg, Youth Employment Coordinator.

Mayor's Office:
Phone: (480) 350-8865 fax: (480) 350-8930

Youth Employment Office:
Phone: (480) 858-2465 fax: (480) 858-2431