

9-2136

CONTRACT FOR
AT-RISK YOUTH OUTREACH SERVICES
BETWEEN
WOODBURY COUNTY, IOWA
AND
SANFORD CENTER

IDENTITY OF THE PARTIES

WOODBURY COUNTY, IOWA (“County”)

620 Douglas St.

Sioux City, IA 51101

Sanford Center (“Contractor”)

1700 Geneva St.

Sioux City, IA 51103

Duration of Contract

The term of this contract shall be February 10, 2015 through June 30, 2015, unless terminated earlier in accordance with the Termination section of this contract.

Scope of Services

In compliance with all terms and conditions of this contract, the Contractor shall provide those services specified in the “Scope of Services” attached hereto as Exhibit “A” and incorporated herein by this reference, which services may be referred to herein as the “services” or “work” hereunder.

Compensation

The Contractor will be paid for the services rendered under this contract a maximum fee not to exceed \$78,000.00 for the contract period beginning February 10, 2015 and ending June 30, 2015. The County does not guarantee that the maximum fee will be paid to the Contractor only that any payment of fees associated with this contract will not exceed the maximum amount set.

Billings

Contractor shall submit, on a monthly basis, an invoice for services rendered in accordance with this contract. The contractor may only bill up to a maximum amount of \$20,000.00 per month. The Contractor must submit an invoice based on units of service, with one unit equivalent to 30 minutes of service. The invoice shall be submitted to the County, or its designee, and shall comply with all applicable rules concerning payment of such claims. Payment of claims are subject to the approval of the County.

Compliance with Law

All services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of all Federal, State or local school districts having jurisdiction in effect at the time service is rendered.

Licenses, Permits, Fees and Assessments

Contractor shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this contract. Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the services required by this contract.

Indemnification

The Contractor shall defend, indemnify and hold harmless the County, its officers, officials and employees, from any and all claims, injuries, damages, losses, or suits, including attorney fees, arising or issuing out of or in connection with this contract, except as may be caused by the sole negligence or willful conduct on the part of the County. Contractor shall be fully responsible to the County for acts or omissions of any subcontractor performing any portion of the work under this contract, or any person directly or indirectly employed by subcontractor, and nothing

contained herein shall create any contractual relationship between subcontractors and the County. Indemnification obligation of the Contractor shall survive termination of this contract.

Insurance

Contractor shall procure, at Contractor's expense, and maintain for the duration of the contract, appropriate liability insurance covering its work. The Contractor's insurance shall insure against any loss or damage resulting from or related to the Contractor's performance of this contract regardless of the date the claim is filed or expiration of the policy. Proof of adequate liability insurance shall be provided to Karen James in the Woodbury County Board of Supervisors Office located at the County's address listed above.

Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the County to enter into this contract. Therefore, Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the County. In addition, neither this contract nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of the County. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of the County.

Reports and Records

Upon request, Contractor shall prepare and submit to the County such reports concerning the performance of the services required by this contract.

Contractor shall keep, and require subcontractors to keep, such books and records as shall be necessary to perform the services required by this contract and which would enable the

County to evaluate the performance of such services. The County shall have full and free access to such books and records at all times during normal business hours of Contractor, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the County shall have access to such records in the event any audit is required.

Choice of Law

This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of Iowa.

Termination Prior to Expiration of Contract

If either party fails to perform a material obligation under this contract, the other party may consider the non-performing party to be in default and may assert a default claim by giving the non-performing party a written and detailed notice of default. The defaulting party will have fourteen days (14) days after receipt of the notice of default to either (1) cure the default or (2) if the default is not curable within fourteen (14) days, to provide a written cure plan. The defaulting party will begin implementing the cure plan immediately after receipt of notice by the other party that it approves the plan. If the defaulting party fails to cure the default as provided above, unless otherwise agreed in writing, the non-defaulting party may terminate any unfulfilled portion of this contract.

The County may elect to terminate performance of work under this contract for cause, in whole or in part, whenever the County determines that such termination is the most appropriate action for the County. In the event the County elects to terminate this contract pursuant to this provision, the County shall give written notice not less than fourteen (14) days prior to the effective date, of the basis and extent of termination. Termination shall be effective as of the close of business on the date specified in the notice.

In addition, the Contractor reserves the right to terminate this Contract at any time, with or without cause, upon fourteen days (14) days written notice to the County.

Conflict of Interest.

No officer or employee of the County shall have any financial interest, direct or indirect, in this contract nor shall any such officer or employee participate in any decision relating to the contract which effects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. The Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this contract.

Notices

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail.

Integration/ Amendments

It is understood that there are no oral agreements between the parties hereto affecting this contract and this contract supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this contract. This contract may be amended at any time by the mutual consent of the parties by an instrument in writing.

Severability

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this contract shall be declared invalid or unenforceable by a valid judgment or

decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this contract which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this c o n t r a c t meaningless.

Authority to bind the Party

The persons executing this contract on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this contract on behalf of said party, (iii) by so executing this contract, such party is formally bound to the provisions of this contract, and (iv) the entering into this contract does not violate any provision of any other contract to which said party is bound.

IN WITNESS WHEREOF, the parties have executed and entered into this contract as of the date first written above.

WOODBURY COUNTY

By: Mark A. Monson Date: 2-24-15
Name: Mark Monson
Title: Board Chairperson

SANFORD CENTER

By: George W. Boykin Date: Feb. 19, 2015
Name: George Boykin
Title: Executive Director

Attachment A Scope of Services

STAFFING

The At-Risk Youth Outreach Program will provide minimum staffing of one (1) full time outreach supervisor and four (4) full time Outreach workers.

PROGRAM OBJECTIVES

To prevent or reduce the number of children involved in:

- Entering the Juvenile Justice System
- Dropping out or being expelled from school
- Gang activities
- Supervision services through DHS
- Running away
- Child abuse/neglect
- Substance/alcohol abuse
- Teen pregnancy
- Truancy
- Poor academic performance
- Out of home placements
- Behavioral contacts with school authorities

POPULATION TO BE SERVED

The outreach services will primarily target at-risk children between the ages of five through seventeen from the lower-economic strata.

Outreach services will include services to those targeted juveniles, their families, schools, law enforcement and other interested community agencies.

SERVICE CRITERIA

Will seek to provide positive and culturally sensitive educational, early intervention, prevention and support services to children and families in Woodbury County. These services will be provided in a variety of locations throughout the community including within elementary and middle school buildings in Woodbury County. Providing direct in-home parental/family contact is an essential component of this program.

DESCRIPTION OF SERVICES

At-Risk Youth Outreach Services will provide the following services:

- Completion of a strength based needs assessment with child and family within five working days from time of referral and provide services based on the assessment including but not limited to:
- Life skills development
- Self-sufficiency counseling
- Role modeling and mentoring
- Crisis intervention
- Group activities
- Group counseling
- Provide linkage to other needed community services
- Family relationship building
- Racial harmony activities
- Job seeking skills
- Problem solving activities
- Substance abuse awareness
- Conflict resolution
- Recreational group activities

