**SAMPLE GENERAL**

**PREVENTION INTERVENTION AND TREATMENT CONTRACT**

**CITY OF LITTLE ROCK, ARKANSAS**

**THE CITY OF LITTLE ROCK, ARKANSAS** ("City"), a municipal corporation organized under the laws of the State of Arkansas, and _____ ("Contractor"), a 501 (c) (3) non-profit corporation organized under the laws of the state of Arkansas, enter into this Agreement this _____day of _____, 2004.

**W I T N E S S E T H:**

**WHEREAS**,

**WHEREAS**,

**WHEREAS**, the City Board of Directors, in Resolution No. _____ ( , 2004), has awarded a contract to Contractor to provide _____ (prevention, intervention, or treatment) services to youth.

**NOW THEREFORE, BE IT AGREED BY THE PARTIES AS FOLLOWS**:

**ARTICLE 1. TERM AND CONSIDERATION**.

**Section 1.01. Term**. The term of this Agreement is from _____, 2004 through December 31, 2004.

**Section 1.02. Consideration**. For and in consideration of the covenants set forth below, the City agrees to pay Contractor up to _____ over the term of the contract. Up to _____ dollars ($_____)(four weeks) may be paid at the beginning of the contract as an advance. Such funds shall be expended as set forth in the budget and budget narrative, attached hereto as Attachment A.

**Section 1.03. Little Rock Bank**. Funds provided by the City to Contractor will be deposited in a Little Rock bank. A "Little Rock Bank" is a bank which has a major full-service office within the Little Rock City limits.

**ARTICLE 2. SERVICES TO BE PROVIDED**.

**Section 2.01. Services to be Provided to Little Rock Residents**. Services under this Agreement shall be provided to youth residing in Little Rock. (may vary as to location and school district attendance) Contractor shall obtain proof of such residence by photocopy of driver's license, utility bill, school attendance, other written evidence, or if none of these are available, participant's

self declaration. Services delivered to youth who reside outside (may vary as contract type) shall not count toward Contractor's required numbers served. Youth enrolled under this contract may not be enrolled in other after-school/out-of-school time programs paid for with City funds.

**Section 2.02. Services to be Provided free of charge**. Services to eligible participants shall be provided at no cost to the participants. Eligible participants shall not be required to pay registration fees to participate in the program provided under this contract.

**Section 2.03. Program services to be provided by Contractor**. (from the Contractor's proposal)

**Section 2.04. Performance Measures**. Contractor shall deliver services to ____ clients by _____, _____. A client for purposes of this Agreement is defined as a person who _____. (language to be mutually agreed upon).

Contractor's proposal is incorporated by reference herein to govern the additional terms of the contract. If there is a conflict between the proposal and this contract, this contract governs.

**Section 2.05. Participation in Training and Technical Assistance.** Contractor agrees to participate in regular training and technical assistance and problem solving sessions.

## ARTICLE 3. PAYMENT METHOD/BONDING REQUIREMENTS.

**Section 3.01. Payment Method**. An advance of up to _____ may be paid at the beginning of the contract. Thereafter payment will be made on a cost-reimbursement basis as program costs are incurred; however, reimbursements shall not be requested more frequently than once per month. Invoices for payment shall be submitted to:

Barbara Osborne
Department of Community Programs
City of Little Rock
Room 220W
500 West Markham
Little Rock, Arkansas 72201

**Section 3.02. Bonding Requirements.** Contractor shall ensure that every officer, director, agent, or employee authorized to act on its behalf in receiving or depositing funds into program accounts, or in issuing financial documents, checks, or other instruments of payment for program costs shall be bonded to provide protection against loss, in the amount of the contract price, at a minimum.

## ARTICLE 4. FINANCIAL AND PROGRAMMATIC REPORTING REQUIREMENTS.

**Section 4.01. <u>Financial Requirements</u>**. Contractor agrees to supply financial and programmatic reports to the City and to maintain adequate bookkeeping and documentation to substantiate those reports. Contractor shall submit monthly reports of all programmatic expenditures beginning with the month in which monies are received and continuing until all monies are expended or returned to the City. Contractor agrees to follow the Financial Policies and Procedures set forth in the attachment B to the contract. The information initially required in attachment B may be modified from time to time at the discretion of the Department of Community Programs and the Finance Department. These financial reports are due by the 10th of the following month to Ms. Barbara Osborne in the Department of Community Programs.

In addition, Contractor shall submit a consolidated budget. The consolidated budget must include all of the organization's funding sources and amounts. This report must be updated and resubmitted each time any associated budget is modified or a funding source is added or eliminated.

Finally, Contractor shall provide the following documentation:

1. Employee roster listing individual, job title, salary, employment status (FT/PT), number of hours per week, percentage of time devoted to this contract, and salary chargeable to the contract.
2. Job descriptions for each person assigned and working on this contract.
3. Employment agreements, contractual agreements, lease agreements.
4. Monthly expenditure reports, due 10th of each month.
5. Copy of quarterly evaluations; due: various dates to be determined. (if applicable)
6. Quarterly programmatic progress reports; due the 15th of month following end of quarter.
7. Daily attendance rosters; due 10th of each month.
8. Sample copies of documentation to be maintained in participant files.
9. Percentage of enrollment levels to be maintained throughout the contract year; 95% during summer; and 90% each school semester
10. Description and itemization of cost in the following categories: 1) contracts and consultants category; 2) special programs; and, 3) indirect cost..
11. Monthly activity calendar for the next month due the last week of the month preceding.
12. Registration/Enrollment forms, containing appropriate program-related information that meet the requirements of Community Programs must be maintained in each participant file..
13. If awarded multiple contracts, provide percentage of expenditures charged to each contract, if expenditures are solely for City contracts.

**Section 4.02. <u>Compliance</u>.** Failure to submit monthly reports (programmatic and financial)

by the 10th of the following month to Ms. Dorothy Nayles in the Department of Community Programs or failure to provide requested information to the City or its representatives will delay the processing of payments as well as indicate poor performance by the program which will be taken into consideration in subsequent contract performance scoring proceedings**.**

**Section 4.03. City Property**.

(A) Capital purchases (computers, equipment and fixtures) purchased with City funds are the property of the City. Contractor agrees to comply with applicable City purchasing requirements regarding capital purchases. Contractor shall inform the City immediately when a capital purchase is received by the Contractor so that City property control tags may be affixed to the assets and the assets entered into the City's fixed asset control system. Contact Ms. Barbara Osborne at 371-4481 to report equipment purchases.

(B) Capital equipment purchased with City funds shall be returned to the City at the end of the contract term if the contract is not renewed. Contractor agrees to peaceably surrender said items upon request by the city at the location designated by the City.

## ARTICLE 5. ADMINISTRATIVE REQUIREMENTS.

**Section 5.01. Assistance in monitoring**. The parties agree that it is important that the proposed program be able to demonstrate success in achieving the intended goals. Contractor agrees to assist the City in its program monitoring and evaluation to assure that the program is conducted in accordance with the proposal submitted.

**Section 5.02. Records Retention.** Contractor shall l retain all records pertinent to the expenditures incurred under this Agreement for at least three (3) years after the termination of all activities and services funded under this Agreement, longer if required by specific statute.

**Section 5.03. Records Access Requirements / Monitoring.**

(A) Contractor shall furnish, and cause all its subcontractors to furnish, all reports and information required hereunder or by any applicable regulation, and will permit access to its books, records, and accounts, by the City of Little Rock and its employees, (and a contractor hired by the City) for purposes of investigation, making audits, and examinations to ascertain compliance with the provisions stated herein.

(B) Contractor shall make available to the City at any time during normal business hours all records pertaining to funding and Program covered by this Agreement to allow the City to conduct monitoring, performance, and compliance reviews and evaluations. Notwithstanding any

other provision in this Agreement, the City (and a contractor hired by the City) will monitor the performance of Contractor against goals and performance standards required herein. Substandard performance as determined by the City, at the City's sole discretion, shall constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by Contractor within the time-frame specified by the City in its notice to Contractor, suspension or termination procedures may be initiated by the City.

**Section 5.04. Subcontracts.** The Contractor shall monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance. Contractor shall cause the provisions of this Agreement to be included in, and made a part of, any subcontract executed in the performance of this Agreement. Executed copies of all subcontracts entered into by Contractor shall be forwarded to the City, along with documentation concerning the selection process.

**Section 5.05 Contractor Certifications**. Contractor certifies that its principals:

(1) Are not presently debarred, suspended, proposed for debarment, or declared ineligible from contracting by any Federal department or agency;

(2) Have not within a three (3) year period preceding this Agreement been convicted of or had a civil judgment rendered against it or them for commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement(s) or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated above, and;

(4) Have not within a three (3) year period preceding this Agreement had one (1) or more public transactions (Federal, State or local) terminated for cause or default.

**Section 5.06.** In the event Contractor dissolves the organization, ceases to exist, or becomes unable for any reason to fulfill its obligations under this Agreement, the City will require Contractor to fully repay to the city any and all amounts advanced under this Agreement.

## ARTICLE 6. NON-DISCRIMINATION/ USE OF FUNDS.

**Section 6.01. Non-Discrimination**. Contractor agrees to comply with all applicable federal and state laws regarding non-discrimination, and specifically agrees to not unlawfully discriminate against any participant because of race, religion, disability, sex or national origin.

**Section 6.02. Use of Funds for Political and Sectarian Activities Prohibited**.

Contractor agrees that it shall not use any of the funds provided under this Contract for political or sectarian purposes. If Contractor is partnered or housed in a church building, Contractor shall not require attendance at Sunday services as a condition to participate in the program.

## ARTICLE 7. INDEPENDENT CONTRACTOR.

**Section 7.01. Independent Contractor**. It is expressly agreed that Contractor is acting as an independent contractor with regard to the activities and services specified herein. The City shall carry no workers' compensation insurance, health or accident insurance to cover Contractor for any type of loss which might result to Contractor in connection with the performance of the activities and services set forth in this Agreement. The City shall not pay any contribution to Social Security, unemployment insurance, federal or state withholding taxes, not provide any other contributions or benefits which might otherwise be expected in an employer-employee relationship, it being specifically agreed that Contractor is not an employee of the City of Little Rock.

## ARTICLE 8. INSURANCE AND INDEMNITY.

**8.01 Insurance.** City of Little Rock assumes no liability with respect to bodily injury, illness, or any activities undertaken under the Contract, whether concerning persons or property in Contractor's organization or a third party. Contractor shall insure or otherwise protect itself with respect to bodily injury, illness or any other damages or losses, or any claims arising out of any activities undertaken under this Contract. The City shall claim tort immunity to the extent it is available to it.

If motor vehicles are used in conducting activities under this Contract, Contractor shall ensure that the driver is protected by a policy of insurance covering bodily injury and property damage in the statutory minimum amounts found at Ark. Code Ann. § 27-19-605 (Michie 2001) of $25,000/$50,000/$25,000 .

**Section 8.02**. **Indemnity.** Contractor agrees that it shall indemnify and save harmless the City, their officers, agents and employees from:

(1) any claims or losses for services rendered by any subcontractor, person or firm performing or supplying services, materials or supplies in connection with the performance of the contract;

(2) any claims or losses resulting to any person or firm injured or damaged by the erroneous or negligent acts, including disregard of federal and state statutes or regulations, by

Contractor, its officers, employees or subcontractors in the performance of the contract.

## ARTICLE 9. CONTACT PERSONS.

**Section 9.01. Contact Person for the City**.

Barbara Osborne, Programs Coordinator
Department of Community Programs
City Hall, Room 220W
500 West Markham
Little Rock, Arkansas 72201
Phone: (501) 371-4481

**Section 9.02. Contact Person for Contractor**.

## ARTICLE 10. MODIFICATION.

**Section 10.01. Modification**. Any modifications to this contract agreement, including modifications to the programs described in the attached referenced proposal, must be in writing, signed by both parties.

## ARTICLE 11. DUTY TO REPORT PROBLEMS IN ADMINISTRATION AND REMEDY.

**Section 11.01. Duty to Report Problems in Administration**. Contractor shall report any difficulties in administration which affect a material provision of this contractor. Material means "an important or essential term of the agreement." A material change would be one that requires contractor to provide more or less services than called for in the original agreement.

**Section 11.02. Remedy**. Upon notification by Contractor of a problem in administration, the City will endeavor to work with Contractor to develop a reasonable solution to the problem. The parties may also mutually agree to modify the Agreement as provided in Article 10 above. However, the City is under no obligation to modify this Agreement should the City determine Contractor to be in breach of the Agreement.

## ARTICLE 12. TERMINATION.

**Section 12.01. Termination.** The city reserves the right to terminate this Agreement immediately without notice in cases of gross mismanagement by subcontractor, for violation of federal and state statutes, or where it appears that City funds are endangered.

**Section 12.02. Breach**. Failure by Contractor to complete the activities and services as provided in its proposal and attached to this Agreement is a breach and grounds for termination by the City. The City will provide written notice to the Contractor of the breach and the City's intent to terminate the Agreement and will give Contractor thirty (30) calendar days to cure the breach prior to termination of the Agreement.

**Section 12.03. Enforcement.**

(A) If the Contractor materially fails to comply with the terms and conditions of this Agreement, the City may take one or more of the following actions, as appropriate in the circumstances:

(1) Temporarily withhold cash payments pending correction of the deficiency by the Contractor;

(2) Disallow all or part of the cost of the activity or action not in compliance;

(3) Wholly or partly suspend or terminate this Agreement;

(4) Withhold further payments for the Program or services performed under this Agreement; or

(5) Take any other remedies that may be legally available to the City.

(B) Notwithstanding any other provision of this Agreement, should there be any fraud, misrepresentation, embezzlement, or any other criminal activity associated with this Program, the City may pursue any and all legal and equitable remedies available to it against any and all parties associated with this the Project and this Agreement.

(C) Any decision regarding corrective, remedial, legal or equitable remedies or actions to be taken regarding this Agreement shall be at the sole option and discretion of the City. A decision by the City to pursue one course of action shall not be construed as a waiver of any other course of action the City may legally pursue.

**Section 12.04. Damages.** Upon termination or expiration of the Agreement, Contractor shall immediately return to the City all monies held by it but unexpended. The City will reimburse Contractor for properly documented actual expenses authorized under this Agreement incurred or accrued up to the date of termination or expiration. Violation of Article 6 may, at the City's sole discretion, require repayment of any and all funds expended under the Agreement.

## ARTICLE 13. CHILD LABOR

Contractor shall comply with applicable Federal, State, and local child labor laws.

## ARTICLE 14. MISCELLANEOUS.

**Section 14.01. Governing Law.** This Agreement is governed by the laws of the state of Arkansas.

**Section 14.02. Americans With Disabilities Act.** Contractor agrees to comply with the requirements of the Americans with Disabilities Act, and regulations promulgated pursuant thereto, as may be amended from time to time, and applicable employment laws.

**Section 14.03. Promotional Materials**. Any promotional materials for programs funded by City Prevention, Intervention, and Treatment monies shall identify the City of Little Rock as a funding source. A copy of the materials shall be provided to the Department of Community Programs.

**Section 14.04. Authority to Execute Agreement.** The officials who executed this Agreement hereby represent and warrant that they have full and complete authority to act on behalf of the City and Contractor, and that by their signatures below, the terms and provisions hereof, constitute valid and enforceable obligations of each.

**Section 14.05. Copies Same as Original.** This Agreement shall be executed in the original, and any number of executed copies. Any copy of this Agreement so executed shall be deemed an original and shall be deemed authentic for any other use.

**Section 14.06. Agreement Binding.** The terms of this Agreement shall be binding upon the parties hereto, their respective heirs, executors, administrators, successors and assignees.

**Section 14.07. Assignment.** Contractor shall not assign or transfer any interest in this Agreement without the prior written approval of the City.

**Section 14.08. No Waiver of Enforcement.** Failure of the City to enforce at any time any of the provisions of this Agreement, or to require at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way to affect the validity of this Agreement, or any part thereof, or the right of the City to thereafter enforce each and every such provision.

**Section 14.09. Severability.** In the event any section, subsection, subdivision, paragraph, subparagraph, item, sentence, clause, phrase, or word of this Agreement is declared or adjudged to be invalid or unconstitutional, such declaration or adjudication shall not affect the remaining provisions of the Agreement, as if such invalid or unconstitutional provision was not originally a part of the Agreement.

**Section 14.10. Entire Agreement.** This Agreement, and the documents referenced or incorporated herein, contain the complete and entire agreement of the parties respecting the transactions contemplated herein, and supersede all prior negotiations, agreements, representations, and understandings, if any, among the parties regarding such matters.

**Section 14.11. Survival of Continuing Covenants.** All continuing covenants or obligations of Contractor herein shall survive the expiration or earlier termination of this Agreement.

**Section 14.12. Captions.** All captions contained in this Agreement are inserted only as a matter of convenience and in no way define, limit or extend the scope or intent of this Agreement.

**WHEREFORE**, the parties have hereunto affixed their hands and seals this _____ day of _____, 2004.

**CITY OF LITTLE ROCK, ARKANSAS**

_____ _____

**Bruce Moore, City Manager**

**ATTEST:**

_____

**Nancy Wood**
**City Clerk**

**APPROVED AS TO LEGAL FORM:**

**Thomas M. Carpenter, City Attorney**

**By:** _____
**Melinda S. Raley**
**Deputy City Attorney**