



STATE OF DELAWARE
DEPARTMENT OF LABOR
DIVISION OF EMPLOYMENT & TRAINING
4425 NORTH MARKET STREET
POST OFFICE BOX 9828
WILMINGTON, DE 19809-0828

March 8, 2016

City of Wilmington
500 Wilmington Avenue
Wilmington, Delaware 19801

Dear Nicole Adams:

Congratulations on your award for the 2016 Summer Youth Employment Program. Projects should be designed for a maximum of 210 hours between June 20, 2016 and August 26, 2016. In order to write the contract, the following document must be returned to me by March 11, 2016.

1. Electronic Copy of the State Summer Youth Employment Program agency Proposal Appendix B Number's 1-13 in its entirety (blank is attached). **Please Note: Include the Workman's Comp and UI percentage number on the Budget.**

Please recalculate the Gross Wages, based off of the Number of Youth Requested, Hourly Rate, Hours per Week, and Total Weeks. Gross Wages, FICA, Workman's Compensation, and Unemployment Insurance Tax are then added to compute the Total Requested Amount – this is based off the Total Contract Award Amount.

In the table below are my calculations based off of the Contract Award Amount, in which I have attached an excel spreadsheet with built in formulas. Feel free to adjust number of youth, hours, and weeks – as long as the Total Request does not exceed the Total Award Amount.

Total Youth	Hourly Rate	Hours Per Week	Total Weeks	Gross Wages	FICA 7.65%	Workman's Comp	UI Tax	Total Request
290	\$8.25	25	5	\$299,063	22,878	\$43	N/A	\$321,984

Total Award Amount: \$321,984.00

Please send the requested Appendix B including the revised budget to Joel.Riley@state.de.us no later than March 11, 2016. No expenditures will be authorized without a fully executed contract.

Please contact me at 302-761-8075 with any additional questions you may have.

Sincerely,

Joel Riley



STATE OF DELAWARE
DEPARTMENT OF LABOR
DIVISION OF EMPLOYMENT & TRAINING
4425 NORTH MARKET STREET
POST OFFICE BOX 9828
WILMINGTON, DE 19809-0828

March 8, 2016

First State Community Action Agency
308 N. Railroad Avenue
Georgetown, DE 19947

Dear Bernice Edwards:

Congratulations on your award for the 2016 Summer Youth Employment Program. Projects should be designed for a maximum of 210 hours between June 20, 2016 and August 26, 2016. In order to write the contract, the following document must be returned to me by March 11, 2016.

1. Electronic Copy of the State Summer Youth Employment Program agency Proposal Appendix B Number's 1-13 in its entirety (blank is attached). **Please Note: Include the Workman's Comp and UI percentage number on the Budget.**

Please recalculate the Gross Wages, based off of the Number of Youth Requested, Hourly Rate, Hours per Week, and Total Weeks. Gross Wages, FICA, Workman's Compensation, and Unemployment Insurance Tax are then added to compute the Total Requested Amount – this is based off the Total Contract Award Amount.

In the table below are my calculations based off of the Contract Award Amount, in which I have attached an excel spreadsheet with built in formulas. Feel free to adjust number of youth, hours, and weeks – as long as the Total Request does not exceed the Total Award Amount.

Total Youth	Hourly Rate	Hours Per Week	Total Weeks	Gross Wages	FICA 7.65%	Workman's Comp	UI Tax	Total Request
45	\$8.25	30	7	\$77,963	5,964	\$3,621	0.00	\$87,548

Total Award Amount: \$87,548.00

Please send the requested Appendix B including the revised budget to Joel.Riley@state.de.us no later than March 11, 2016. No expenditures will be authorized without a fully executed contract.

Please contact me at 302-761-8075 with any additional questions you may have.

Sincerely,

Joel Riley



STATE OF DELAWARE
DEPARTMENT OF LABOR
DIVISION OF EMPLOYMENT & TRAINING
4425 NORTH MARKET STREET
POST OFFICE BOX 9828
WILMINGTON, DE 19809-0828

March 8, 2016

New Castle County Vocational School District/ Delcastle Technical High School
1417 Newport Road
Wilmington, DE 19804

Dear Susan Wells:

Congratulations on your award for the 2016 Summer Youth Employment Program. Projects should be designed for a maximum of 210 hours between June 20, 2016 and August 26, 2016. In order to write the contract, the following document must be returned to me by March 11, 2016.

1. Electronic Copy of the State Summer Youth Employment Program agency Proposal Appendix B Number's 1-13 in its entirety (blank is attached). **Please Note: Include the Workman's Comp and UI percentage number on the Budget.**

Please recalculate the Gross Wages, based off of the Number of Youth Requested, Hourly Rate, Hours per Week, and Total Weeks. Gross Wages, FICA, Workman's Compensation, and Unemployment Insurance Tax are then added to compute the Total Requested Amount – this is based off the Total Contract Award Amount.

In the table below are my calculations based off of the Contract Award Amount, in which I have attached an excel spreadsheet with built in formulas. Feel free to adjust number of youth, hours, and weeks – as long as the Total Request does not exceed the Total Award Amount.

Total Youth	Hourly Rate	Hours Per Week	Total Weeks	Gross Wages	FICA 7.65%	Workman's Comp	UI Tax	Total Request
14	\$8.25	26	4	\$12,012	919	\$183	18	\$13,132

Total Award Amount: \$13,132.00

Please send the requested Appendix B including the revised budget to Joel.Riley@state.de.us no later than March 11, 2016. No expenditures will be authorized without a fully executed contract.

Please contact me at 302-761-8075 with any additional questions you may have.

Sincerely,

Joel Riley



STATE OF DELAWARE
DEPARTMENT OF LABOR
DIVISION OF EMPLOYMENT & TRAINING
4425 NORTH MARKET STREET
POST OFFICE BOX 9828
WILMINGTON, DE 19809-0828

March 8, 2016

Psychotherapeutic Community Services Association
870 High Street, Suite 2
Chestertown, MD 21620

Dear Grace Wasielewski:

Congratulations on your award for the 2016 Summer Youth Employment Program. Projects should be designed for a maximum of 210 hours between June 20, 2016 and August 26, 2016. In order to write the contract, the following document must be returned to me by March 11, 2016.

1. Electronic Copy of the State Summer Youth Employment Program agency Proposal Appendix B Number's 1-13 in its entirety (blank is attached). **Please Note: Include the Workman's Comp and UI percentage number on the Budget.**

Please recalculate the Gross Wages, based off of the Number of Youth Requested, Hourly Rate, Hours per Week, and Total Weeks. Gross Wages, FICA, Workman's Compensation, and Unemployment Insurance Tax are then added to compute the Total Requested Amount – this is based off the Total Contract Award Amount.

In the table below are my calculations based off of the Contract Award Amount, in which I have attached an excel spreadsheet with built in formulas. Feel free to adjust number of youth, hours, and weeks – as long as the Total Request does not exceed the Total Award Amount.

Total Youth	Hourly Rate	Hours Per Week	Total Weeks	Gross Wages	FICA 7.65%	Workman's Comp	UI Tax	Total Request
43	\$8.25	30	7	\$74,498	5,699	\$3725	N/A	\$86,901

Total Award Amount: \$86,901.00

Please send the requested Appendix B including the revised budget to Joel.Riley@state.de.us no later than March 11, 2016. No expenditures will be authorized without a fully executed contract.

Please contact me at 302-761-8075 with any additional questions you may have.

Sincerely,

Joel Riley

DELAWARE DEPARTMENT OF LABOR

CONTRACT AGREEMENT for

STATE SUMMER YOUTH EMPLOYMENT PROGRAM

New Castle County Government

Contract Number 3-858-SY

SUMMER YOUTH EMPLOYMENT PROGRAM AGREEMENT

Contract Number: 3-858-SY

This Agreement is entered into as of June 20, 2016 and will end on August 26, 2016, by and between the State of Delaware, Department of Labor, Division of Employment and Training, both having their principle places of business at 4425 North Market Street, Wilmington, Delaware 19802, and the New Castle County Government, with its principal place of business at 77 Reads Way, New Castle, DE 19720. WHEREAS, DOL/DET desires to serve the youth population between the ages of 14 and 20; and

WHEREAS, Contractor or Agency wishes to act as a grantee of Delaware's State Summer Youth Employment; and

WHEREAS, Contractor or Agency and DOL/DET represent and warrant that each party has full right, power and authority to enter into and perform under this Agreement;

FOR AND IN CONSIDERATION OF the premises and mutual agreements herein, Contractor or Agency and DOL/DET agree as follows:

1. SERVICES.

- 1.1 "Contractor" or "Agency" shall refer to the contracting agency awarded funds by the Delaware Department of Labor, Division of Employment and Training to operate this Contract.
- 1.2 Contractor or Agency shall perform for DOL/DET the services specified in the Appendix A to this Agreement, attached hereto and made a part hereof.
- 1.3 Any conflict or inconsistency between the provisions of the following documents shall be resolved by giving precedence to such documents in the following order: (a) this Agreement; (b) Appendix A and (c) Appendix B. The aforementioned appendices are attached hereto and specifically incorporated into this Agreement and made a part hereof.
- 1.4 Contractor or Agency may, at any time, by written order, make changes in the scope of this Agreement and in the services or work to be performed. No services for which additional compensation may be charged by Contractor or Agency shall be furnished without the written authorization of DOL/DET. When DOL/DET desires any addition or deletion to the Services or a change in the Services to be provided under this Agreement, it shall notify Contractor, who shall then submit to DOL/DET a "Modification" for approval authorizing said change. The Modification shall not modify the overall fiscal total for this Contract. Any costs incurred above this amount will be the responsibility of the Contractor.

- 1.5 Contractor or Agency will not be required to make changes to its scope of work that result in the Contractor's or the Agency's costs exceeding the current unencumbered budgeted appropriations for the Services. Any costs incurred above the amount of funding under this Agreement will be the sole responsibility of the Contractor or the Agency.
- 1.6 DOL/DET may, from time to time, require changes in the Scope of the Services of the Contractor or Agency to be performed hereunder. Such changes, including any increase or decrease in the amount of grant funding, which are mutually agreed upon by and between DOL/DET and the Contractor or Agency shall be incorporated in written amendments to this Agreement.

2. PAYMENT FOR SERVICES AND EXPENSES.

- 2.1 The term of the contract shall be from June 20, 2016 through August 26, 2016.
- 2.2 DOL/DET will pay Contractor or Agency for the performance of services described in Appendix B. The fee for the services described in Appendix B will be disbursed in 3 installments. The first installment is \$23,618.00 for the initial period of June 20, 2016 through June 30, 2016. The continuation of this contract beyond June 30, 2016 is contingent upon the appropriation of funds by the State Legislature prior to July 1, 2016. If funds are not appropriated, contracts can continue until the funds for the Initial Period are expended or the specified end date of the contract is reached whichever is greater. Funding under this Agreement is contingent upon the continuation, and availability of funding under the State of Delaware Summer Youth Employment Program. Accordingly, if the funding or appropriations cease or are exhausted based upon previously available funds or appropriations, the contract will terminate due to lack of funding. In such circumstances, DOL/DET shall terminate this Agreement by giving the Contractor or Agency written notice of such unavailability of funds. All payment obligations of DET/DOL will cease upon the date of termination specified in such notice. The Contractor or Agency shall abide by all guidelines and regulations as outlined in the Request for Proposals. Specifically, relating to question 13, Appendix B *Project Description and Expected Outcome*.
- 2.3 DOL/DET's obligation to pay Contractor or Agency for the performance of services described in Appendix B will not exceed the fixed fee amount of \$97,264.00, if appropriated as set forth in Section 2.2 of this Agreement. It is expressly understood that the work defined in Appendices to this Agreement must be completed by Contractor or Agency and it shall be the Contractor's or the Agency's responsibility to ensure that the services of the Contractor or the Agency are to commence on June 20, 2016 and shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purposes of this Contract, but in any event all the services, except delivery of final reports, shall be completed no later than August 26, 2016. DOL/DET is not

obligated to compensate the Contractor or the Agency for services rendered if either the completion date has passed or, submission of the final report by the required date is not met.

- 2.4 Contractor or Agency shall abide by all guidelines and regulations as outlined in the Request for Proposal (attached hereto as Appendix B) including question 13, *Project Description and Expected Outcome*.
- 2.5 All Contractor or Agency participant and financial records, data or information relating to the program described in this Contract are to be retained separately and distinctly from those records pertaining to the other operations of the Contractor or Agency.
- 2.6 All information, data, reports, and records, as are existing, available, easily retrievable and necessary for the carrying out of the work shall be furnished to the Contractor without charge by DOL/DET and DOL/DET shall cooperate with the Contractor in every way possible.
- 2.7 Grant funds shall not be used for any purpose other than to pay the wages, employer costs of FICA, unemployment insurance tax, and workers' compensation for those youth employed by the Contractor or Agency with the State Summer Youth Employment Program grants funds.
- 2.8 Grant checks will be disbursed in three installments, with the first installment check being sent in June and the second installment check being sent in July. The third and final installment payment will be disbursed upon each agency submitting a financial report. The payment will be in the form of a check or automatic deposit. The Contractor or Agency is responsible for covering the pay period(s) for participants until the arrival of each grant check.
- 2.9 All grant funds must be reconciled with a financial report no later than September 19, 2016. Failure to reconcile funds within the given time limit may disqualify the contractor from being considered for future funding.
- 2.10 All project funds not expended must be returned to the State of Delaware, Department of Labor, Division of Employment and Training, 4425 North Market Street, P.O. Box 8928, Wilmington, Delaware 19809-0828, no later than October 17, 2016.

3. RESPONSIBILITIES OF CONTRACTOR.

- 3.1 The population to be served by this contract will be youth ages 14-20. At a

minimum 73% of youth served must reside in a household with a combined income at or below 200% of household poverty. These youth are referred to as “Qualified or Eligible Youth.” The remaining 27 % of youth do not have to meet the income requirement.

- 3.2 The Contractor or Agency will not allow youth workers to perform work that is not in compliance with the provisions of Title 19, Delaware Code, Chapter 5 or with any other applicable state or federal law.
- 3.3 The Contractor’s or Agency’s project may operate between June 20, 2016 and August 26, 2016. Youth participants will be compensated at the minimum wage (\$8.25/hour) and will work no more than 210 hours during the entire program.
- 3.4 An individual who has been determined to be eligible to participate in the State Summer Youth Employment Program shall be referred to as a “Participant.” The Contractor or Agency is responsible for recruiting and determining the eligibility of participants for this Agreement. The Contractor or Agency may enroll a participant who was enrolled the previous year provided that all program requirements are satisfied.
- 3.5 Contractor or Agency shall insure that facilities are accessible to and usable by individuals with disabilities, consistent with Public Law 90-48, Architectural Accessibility Act.
- 3.6 Contractor or Agency agrees that as a condition of the award of financial assistance under the State Summer Youth Employment Program (“SSYEP”) from DOL/DET, the Contractor or Agency will assure with respect to operation of the SSYEP funded program or activity and all agreements or arrangements to carry out the SSYEP funded program or activity, that it will comply fully with the nondiscrimination and equal opportunity provisions of the federal law.
- 3.7 Contractor or Agency has or will retain such qualified employees as it may need to perform the services required by this Agreement. Such employees shall not be employed by DOL/DET. Nothing in this Agreement shall impose any liability or duty on DOL/DET for acts, omissions, liabilities, or obligations of the Contractor or Agency. Further, neither DOL/DET, nor the Contractor or Agency, nor their agents or employees shall be considered as, or represent themselves to be agents or employees of the other.
- 3.8 Contractor or Agency will not use DOL/DET’s name, either express or implied, in any of its advertising or sales materials without DOL/DET’s express written consent.
- 3.9 The rights and remedies of DOL/DET provided for in this Agreement are in addition to any other rights and remedies provided by law.

4. **FINDINGS CONFIDENTIAL.** Any reports, information, data, or similar documentation given to or prepared or assembled by the Contractor or Agency under this Agreement which DOL/DET requests to be kept as confidential shall not be made available to any individual or organization by the Contractor or Agency without prior written approval of DOL/DET.
5. **IDENTIFICATION OF DOCUMENTS.** All published reports, and other documents completed, as a part of this Agreement, including public information notices and press releases, other than documents exclusively for internal use, shall clearly specify that the report of this program has been funded by DOL/DET. It shall also be the responsibility of the Contractor or Agency to secure a document control number from DOL/DET prior to the printing of any official document or report that will be prepared under this Agreement.
6. **RECORDS.**
 - 6.1. The Contractor or Agency agrees to supply to DOL/DET staff any and all documentation as required in a timely fashion.
 - 6.2. No material produced in whole or in part under this Agreement shall be subject to copyright in the United States or any other country. DOL/DET shall have unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data, or other materials prepared under this Agreement.
 - 6.3. The Contractor or Agency agrees to make available, at any time during normal business hours and as often as deemed necessary by the DOL/DET, all of its records with respect to all matters covered by this Agreement, and shall permit the DOL/DET, the State Auditor, the State Controller General, or any of their duly authorized representatives to audit, examine, and make excerpts or transcripts from such records and to make audits of all Agreements, invoices, materials, payrolls, records of personnel, conditions of employment, and other data in relation to all matters covered by this Agreement, until the expiration of three years after expenditure of funds under this grant.
 - 6.4. The Contractor or Agency agrees to fully cooperate in all audit efforts and is liable for any disallowed costs incurred by the Contractor or Agency or DOL/DET as a result of the Contractor's or Agency's performance or failure to perform under this Agreement.
7. **ASSURANCES.**

7.1. The Contractor or Agency hereby agrees that in administering this Agreement, it will comply with the standards of conduct, hereinafter specified, for maintaining the integrity of the program and avoiding any conflict of interest in its administration. The Contractor or Agency hereby assures and certifies that:

7.1.1 It possesses legal authority to enter into this Agreement; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the Contractor's or Agency's governing body, authorizing the execution of this Agreement, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the Contractor or Agency to act in connection with this Agreement and to provide such additional information as may be required.

7.1.2 Every reasonable course of action will be taken by the Contractor or Agency in order to maintain the integrity of this expenditure of public funds to avoid any favoritism or questionable or improper conduct. This Agreement will be administered in an impartial manner, free from personal, financial, or political gain. The Contractor or Agency, its executive staff and employees, in administering this Agreement, will avoid situations, which give rise to suggestion that any decision was influenced by prejudice, bias, special interest, or personal gain.

7.1.3 Executives and employees of the Contractor or Agency will be particularly aware of the varying degrees of influence that can be exerted by personal friends, associates, and family members and, in administering the Agreement, will exercise due diligence to avoid situations which may give rise to the assertion that favorable treatment is being granted to friends, associates, and family members. When it is in the public interest for the Contractor or Agency to conduct business with a friend, associate, or family member of any executive or employee of the Contractor or Agency, a permanent record of the transaction will be retained.

8. **RELEASE.** In consideration of execution of this Agreement by the DOL/DET, the Contractor or Agency agrees that simultaneously with the acceptance of final payment by the Contractor or Agency under this Agreement, the Contractor or Agency releases and forever discharges the DOL/DET of and from any and all claims, demands, and liabilities whatsoever of every name and nature, both in law and in equity, arising from, growing out of, or in any way connected with this Agreement; save only such claims, demands, and liabilities as are expressly accepted in this Agreement.

9. **STATE RESPONSIBILITIES.**

9.1 In connection with Contractor's provision of the Services, DOL/DET shall perform those tasks and fulfill those responsibilities specified in Appendix B.

- 9.2 DOL/DET agrees that its officers and employees will cooperate with Contractor or Agency in the performance of services under this Agreement and will be available for consultation with Contractor or Agency at such reasonable times with advance notice as to not conflict with their other responsibilities.
- 9.3 The services performed by Contractor or Agency under this Agreement shall be subject to review for compliance with the terms of this Agreement by DOL/DET's designated representatives. DOL/DET's representatives may delegate any or all responsibilities under the Agreement to appropriate staff members.
- 9.4 The review comments of DOL/DET's designated representatives may be reported in writing as needed to the Contractor or Agency. It is understood that DOL/DET's representatives' review comments do not relieve Contractor or Agency from the responsibility for the maintaining complete and current records under this Agreement.
- 9.5 Each party agrees not to use the other party's name, either express or implied, in any of its advertising or sales materials. Contractor or Agency reserves the right to reuse the nonproprietary data and the analysis of industry-related information in its continuing analysis of the industries covered.

10. WORK PRODUCT.

- 10.1 All materials, information, documents, and reports, whether finished, unfinished, or draft, developed, prepared, completed, or acquired by Contractor or Agency for DOL/DET relating to the services to be performed hereunder shall become the property of DOL/DET and shall be delivered to DOL/DET's designated representative upon completion or termination of this Agreement, whichever comes first. Contractor or Agency shall not be liable for damages, claims, and losses arising out of any reuse of any work products on any other project conducted by DOL/DET. DOL/DET shall have the right to reproduce all documentation supplied pursuant to this Agreement.
- 10.2 Contractor or Agency retains all title and interest to the records it furnished and/or generated pursuant to this Agreement. Retention of such title and interest does not conflict with DOL/DET's rights to the materials, information and documents DOL/DET may develop in performing the program.
- 10.3 Notwithstanding anything to the contrary contained herein or in any attachment hereto, any and all intellectual property or other proprietary data owned by Contractor or Agency prior to the effective date of this Agreement ("Preexisting Information") shall remain the exclusive property of Contractor or Agency even if such Preexisting Information is embedded or otherwise incorporated into

materials or records produced as a result of this Agreement or used to develop such materials or products. DOL/DET's rights under this section shall not apply to any Preexisting Information or any component thereof regardless of form or media.

11. GENERAL RESPONSIBILITIES.

11.1. Orientation. During the orientation process, the Contractor or Agency will provide the participant with a work schedule and expected job duties. Before enrolling any participants, the Contractor or Agency shall orient all prospective participants as to the purpose of the program (the development of work readiness skills). Among the items that may be discussed are appropriate work behaviors, working well with others, citizenship and timeliness.

11.2. Monitoring. The Contractor or Agency shall cooperate with the DOL/DET assessment and evaluation activities. Such cooperation includes, but is not limited to, the following activities:

11.2.1. The DOL/DET SSYEP staff will be conducting at least biweekly on site visits to Contractors or Agencies to collect required documentation, meet with participants and review progress on the programs funded.

Required enrollment documentation will include:

- a. State Summer Youth Application;
- b. Completed Working Papers;
- c. Copy of birth certificate or documented proof of birth;
- d. Copy of social security card or documented proof of social security number;
- e. Proof of parental/family income (W-2);
- f. Proof of citizenship or eligibility to work.

In addition to the enrollment documentation each participant will complete an approved SSYEP timesheet weekly for submission to DOL/DET staff.

12. CONFIDENTIALITY AND NONDISCLOSURE COVENANTS.

12.1 To the extent permissible under 29 *Del. C.* § 10001, the parties to this Agreement shall preserve in strict confidence any information, reports or documents obtained, assembled or prepared in connection with the performance of this Agreement.

12.2 DOL/DET shall retain in confidence and not disclose or otherwise make documents or records prepared as part of this Agreement available, in whole or in part, to anyone who is not an authorized employee or authorized representative of the Contractor or Agency or of DOL/DET.

12.3 In the event an issue should arise as to information's exclusion from the confidentiality and nondisclosure obligations under this section, the party claiming said exclusion shall have the burden of producing documentary evidence

establishing entitlement to said exemption.

13. EMPLOYEES.

- 13.1 Each Party has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of its employees in the performance of the services hereunder; and both parties will be subject to scheduling and staffing considerations and will attempt to honor each parties' request the assignment of specific individuals.
- 13.2 Except as the other party expressly authorizes in writing in advance, neither party shall solicit, offer work to, employ, or contract with, whether as a partner, employee or independent contractor, directly or indirectly, any of the other party's Personnel during their participation in the services or during the twelve (12) months thereafter. For purposes of this Section 15.2, "Personnel" includes any individual or company a party employs as a partner, employee or independent Contractor or Agency and with which a party comes into direct contact in the course of the services.

15. INDEPENDENT CONTRACTOR.

- 15.1 Contractor or Agency acknowledges that Contractor or Agency and any subcontractors, agents or employees employed by Contractor or Agency shall not, under any circumstances, be considered employees of DOL/DET, and that they shall not be entitled to any of the benefits or rights afforded employees of DOL/DET, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits. DOL/DET will not provide or pay for any liability or medical insurance, retirement contributions or any other benefits for or on behalf of DOL/DET or any of its officers, employees or other agents.
- 15.2 Contractor or Agency shall be responsible for providing liability insurance for its personnel.
- 15.3 As an independent contractor, Contractor or Agency has no authority to bind or commit DOL/DET. Nothing herein shall be deemed or construed to create a joint venture, partnership, fiduciary, or agency relationship between the parties for any purpose.

16. TERMINATION.

- 16.1 Termination for Cause: If, through any cause, the Contractor or Agency shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if

the Contractor or Agency shall violate any of the covenants, agreements, or stipulations of this Agreement, DOL/DET shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor or Agency of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In that event, all documents of any type prepared by the Contractor or Agency under this Agreement, shall, at the option of the DOL/DET become property of DOL/DET, subject to the provisions stated elsewhere in this document, and the Contractor or Agency shall be entitled to receive just and equitable compensation for any satisfactory work completed under the terms of this Agreement up to the effective termination date. Notwithstanding the foregoing, the Contractor or Agency shall not be relieved of liability to the DOL/DET for damages sustained by the DOL/DET by virtue of any breach of this Agreement by the Contractor or Agency.

- 16.2 Termination for Convenience: The performance of work under the Agreement may be terminated, in whole, or from time to time, in part, by the best interest of the Department of Labor. Termination of work hereunder shall be effected by delivery to the Contractor or Agency of the Notice of Termination specifying the extent to which performance of work under this Agreement is terminated and the date upon which such Termination becomes effective. In no event, shall a Termination for Convenience be effective in less than ten (10) days after receipt of notice thereof.
- 16.2.1 After receipt of the Notice of Termination, the Contractor or Agency shall cancel outstanding commitments covering the procurement or rental of materials, supplies, equipment, and miscellaneous items. In addition, the Contractor or Agency shall exercise all reasonable diligence to accomplish the cancellation or diversion of outstanding commitments covering personal services that extend beyond the date of such termination by the notice. With respect to such canceled commitments, the Contractor or Agency agrees to:
- a. settle all outstanding liabilities and claims arising out of such cancellation of commitments; or ratify all such settlements; and
 - b. assign to the DOL/DET in the matter, at the time and to the extent directed by the DOL/DET, all of the rights, title, and interest of the Contractor or Agency under the orders and subcontractors so terminated. The DOL/DET shall have the right, at its discretion, to settle or pay any and all claims arising out of the termination of such orders and subcontracts.
- 16.3 If after termination for cause it is determined that the Contractor or Agency has not so failed, the termination shall be deemed to have been effected for the convenience of DOL/DET.
- 16.4 The rights and remedies of DOL/DET and Contractor or Agency provided in this section are in addition to any other rights and remedies provided by law or under this Agreement.

- 16.5 Termination of this Agreement shall not release any breaching party of its obligations to pay damages or otherwise remediate its breach, either at law or in equity.
17. **GRATUITIES.** DOL/DET may, by written notice to Contractor, terminate this Agreement if it is found after notice and hearing by DOL/DET that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by Contractor or Agency or any agent or representative of Contractor or Agency to any officer or employee of DOL/DET with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or making of any determinations with respect to the performance of this Agreement.
18. **SEVERABILITY.** If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.
19. **ASSIGNMENT; SUBCONTRACTS.**
- 19.1 Any attempt by Contractor or Agency to assign or otherwise transfer any interest in this Agreement without the prior written consent of DOL/DET shall be void.
- 19.2 None of the work or Services specified by this Agreement shall not be subcontracted by Contractor, however, the Contractor can with the written approval of DOL/DET, serve as a Sponsor for other organizations.
- 19.3 Approval by DOL/DET of Contractor's request to subcontract or acceptance of or payment for subcontracted work by DOL/DET shall not in any way relieve Contractor or Agency of responsibility. All subcontractors shall adhere to all applicable provisions of this Agreement.
- 19.4 Contractor or Agency shall be and remain liable for all damages to DOL/DET caused by negligent performance or non-performance of work under this Agreement by Contractor, its subcontractor or Agency or its sub-subcontractor.
20. **ASSIGNMENT.** This Agreement and the services contemplated hereunder are personal to the Contractor or Agency, and the Contractor or Agency shall not have the right or ability to assign, transfer, or subcontract any obligations under this Agreement without the written approval of the DOL/DET. Grant funds from DOL/DET under this

Agreement may be assigned to a bank, trust company, or other financial institution without prior written approval. Notice of any such assignment or transfer shall be furnished promptly to DOL/DET.

21. **FORCE MAJEURE.** Neither party shall be liable to the other under this Agreement for delays in any of its performance hereunder due to causes beyond its reasonable control, including but not limited to acts of God, strikes, accidents, fire or inability to obtain materials on time, which could not be foreseen as of the date of this Agreement.
22. **NON-APPROPRIATION OF FUNDS.**
 - 22.1 Validity and enforcement of this Agreement is subject to appropriations by the General Assembly of the specific funds necessary for contract performance. Should such funds not be so appropriated DOL/DET may immediately terminate this Agreement, and absent such action this Agreement shall be terminated as to any obligation of the State of Delaware requiring the expenditure of money for which no specific appropriation is available, at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds.
 - 22.2 Notwithstanding any other provisions of this Agreement, this Agreement shall terminate and DOL/DET's obligations under it shall be extinguished at the end of the fiscal year in which DOL/DET fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which will then become due.
23. **STATE OF DELAWARE BUSINESS LICENSE.** Contractor or Agency shall be properly licensed and authorized to transact business in the State of Delaware as provided in 30 *Del. C.* § 2502.
24. **COMPLETE AGREEMENT.**
 - 24.1 This Agreement and Appendix B shall constitute the entire agreement between DOL/DET and Contractor or Agency with respect to the subject matter of this Agreement and shall not be modified or changed without the express written consent of the parties. The provisions of this agreement supersede all prior oral and written quotations, communications, agreements and understandings of the parties with respect to the subject matter of this Agreement.
 - 24.2 If the scope of any provision of this Agreement is too broad in any respect whatsoever to permit enforcement to its full extent, then such provision shall be enforced to the maximum extent permitted by law, and the parties hereto consent and agree that such scope may be judicially modified accordingly and that the whole of such provisions of the Agreement shall not thereby fail, but the scope of such provision shall be curtailed only to the extent necessary to conform to the law.

25. MISCELLANEOUS PROVISIONS.

- 25.1 In performance of this Agreement, Contractor or Agency shall comply with all applicable federal, state and local laws, ordinances, codes and regulations. Contractor or Agency shall solely bear the costs of permits and other relevant costs required in the performance of this Agreement.
- 25.2 Neither this Agreement nor the Appendices may be modified or amended except by the mutual written agreement of the parties. No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the party against which it is sought to be enforced.
- 25.3 The delay or failure by either party to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of that party's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.
- 25.4 Contractor or Agency covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Contractor or Agency further covenants, to its knowledge and ability, that in the performance of said services no person having any such interest shall be employed.
- 25.5 Contractor or Agency acknowledges that DOL/DET has an obligation to ensure that public funds are not used to subsidize private discrimination. Contractor or Agency recognizes that if they refuse to hire or do business with an individual or company due to reasons of race, color, gender, ethnicity, disability, national origin, age, or any other protected status, DOL/DET may declare Contractor or Agency in breach of the Agreement, terminate the Agreement, and designate Contractor or Agency as non-responsible.
- 25.6 Contractor or Agency warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, or a percentage, brokerage or contingent fee. For breach or violation of this warranty, DOL/DET shall have the right to annul this contract without liability or at its discretion deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.
- 25.7 Nepotism is expressly forbidden and will result in the cancellation of a Contractor's or Agency's grant.

25.8 Each party shall maintain all public records as defined by, and in accordance with the statute of the State of Delaware.

26. INSURANCE.

26.1 Contractor or Agency (NON STATE ENTITIES):

- A. If the Contractor or Agency uses motor vehicles in conducting activities under this Agreement, the Contractor or Agency warrants that it has Automotive Liability Insurance covering all automotive units used in the work with limits of not less than \$25,000 per person and \$50,000 per accident.
- B. The Contractor or Agency will provide Workers' Compensation Insurance Coverage for youth participants in the program.
- C. The Contractor or Agency shall carry general liability insurance that provides coverage for work related injuries to participants, to the extent that this coverage is not available under its Workers' Compensation plan.

26.2 Contractor or Agency (State Entities):

- A. The Contractor or Agency warrants that it is a political subdivision of the State of Delaware, that it is self-insured, and that it is able to pay any obligation that it incurs under the terms of this Agreement including any liability that may arise from the performance of this Agreement, subject to the limitations of Title 10, Delaware Code, Chapter 40. Additionally, the Contractor or Agency shall ensure that all youth participants are covered by Workers' Compensation Insurance.
- B. The Contractor or Agency shall provide through self-insurance or general liability insurance, coverage for work related injuries to participants to the extent that this coverage is not available under its Workers' Compensation plan.
- C. If the Contractor or Agency uses motor vehicles in conducting activities under this Agreement, the Contractor or Agency warrants that it is self-insured and that it is able to pay any obligations that it incurs for bodily injury and property damage arising through the use of said vehicle, subject to the limitations of Title 10, Delaware Code, Chapter 40. Nothing contained in this agreement shall be deemed to constitute a waiver of the sovereign or official immunity of the State, which immunity is hereby reserved to the State, its agencies and officials. Nothing contained in this Agreement shall be deemed to constitute a waiver of the sovereign or official immunity of New Castle

County, which immunity is hereby reserved to New Castle County, its agencies and officials.

27. **NOTICES.** Any and all notices required by the provisions of this Agreement shall be in writing and shall be mailed, certified or registered mail, return receipt requested. All notices shall be sent to the following addresses:

TO DOL/DET: Joel Riley
Delaware Department of Labor/ Employment & Training
4425 North Market Street
Wilmington, DE 19802

TO CONTRACTOR: New Castle County Government
Department of Community Services
James H. Gilliam Sr. Building
77 Reads Way
New Castle, DE 19720

28. **MISCELLANEOUS.**

28.1. Survival. Sections 3, 6, 7 and 11 shall survive the termination of this Agreement.

IN WITNESS THEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date and year first above written.

**STATE OF DELAWARE
DEPARTMENT OF LABOR**

Witness

Date: _____

Signature

Name: Stacey Laing

Title: Director of Employment & Training

Date: _____

NEW CASTLE COUNTY GOVERNMENT

Witness

Date: _____

Signature

Name: _____

Title: _____

Date: _____

DELAWARE DEPARTMENT OF LABOR

CONTRACT AGREEMENT for

STATE SUMMER YOUTH EMPLOYMENT PROGRAM

New Castle County Government

Contract Number 5-859-SY

SUMMER YOUTH EMPLOYMENT PROGRAM AGREEMENT

Contract Number: 5-859-SY

This Agreement is entered into as of June 20, 2016 and will end on August 26, 2016, by and between the State of Delaware, Department of Labor, Division of Employment and Training, both having their principle places of business at 4425 North Market Street, Wilmington, Delaware 19802, and the New Castle County Government, with its principal place of business at 77 Reads Way, New Castle, DE 19720. WHEREAS, DOL/DET desires to serve the youth population between the ages of 14 and 20; and

WHEREAS, Contractor or Agency wishes to act as a grantee of Delaware's State Summer Youth Employment; and

WHEREAS, Contractor or Agency and DOL/DET represent and warrant that each party has full right, power and authority to enter into and perform under this Agreement;

FOR AND IN CONSIDERATION OF the premises and mutual agreements herein, Contractor or Agency and DOL/DET agree as follows:

1. SERVICES.

- 1.1 "Contractor" or "Agency" shall refer to the contracting agency awarded funds by the Delaware Department of Labor, Division of Employment and Training to operate this Contract.
- 1.2 Contractor or Agency shall perform for DOL/DET the services specified in the Appendix A to this Agreement, attached hereto and made a part hereof.
- 1.3 Any conflict or inconsistency between the provisions of the following documents shall be resolved by giving precedence to such documents in the following order: (a) this Agreement; (b) Appendix A and (c) Appendix B. The aforementioned appendices are attached hereto and specifically incorporated into this Agreement and made a part hereof.
- 1.4 Contractor or Agency may, at any time, by written order, make changes in the scope of this Agreement and in the services or work to be performed. No services for which additional compensation may be charged by Contractor or Agency shall be furnished without the written authorization of DOL/DET. When DOL/DET desires any addition or deletion to the Services or a change in the Services to be provided under this Agreement, it shall notify Contractor, who shall then submit to DOL/DET a "Modification" for approval authorizing said change. The Modification shall not modify the overall fiscal total for this Contract. Any costs incurred above this amount will be the responsibility of the Contractor.

- 1.5 Contractor or Agency will not be required to make changes to its scope of work that result in the Contractor's or the Agency's costs exceeding the current unencumbered budgeted appropriations for the Services. Any costs incurred above the amount of funding under this Agreement will be the sole responsibility of the Contractor or the Agency.
- 1.6 DOL/DET may, from time to time, require changes in the Scope of the Services of the Contractor or Agency to be performed hereunder. Such changes, including any increase or decrease in the amount of grant funding, which are mutually agreed upon by and between DOL/DET and the Contractor or Agency shall be incorporated in written amendments to this Agreement.

2. PAYMENT FOR SERVICES AND EXPENSES.

- 2.1 The term of the contract shall be from June 20, 2016 through August 26, 2016.
- 2.2 DOL/DET will pay Contractor or Agency for the performance of services described in Appendix B. The fee for the services described in Appendix B will be disbursed in 3 installments. The first installment is \$4,631.00 for the initial period of June 20, 2016 through June 30, 2016. The continuation of this contract beyond June 30, 2016 is contingent upon the appropriation of funds by the State Legislature prior to July 1, 2016. If funds are not appropriated, contracts can continue until the funds for the Initial Period are expended or the specified end date of the contract is reached whichever is greater. Funding under this Agreement is contingent upon the continuation, and availability of funding under the State of Delaware Summer Youth Employment Program. Accordingly, if the funding or appropriations cease or are exhausted based upon previously available funds or appropriations, the contract will terminate due to lack of funding. In such circumstances, DOL/DET shall terminate this Agreement by giving the Contractor or Agency written notice of such unavailability of funds. All payment obligations of DET/DOL will cease upon the date of termination specified in such notice. The Contractor or Agency shall abide by all guidelines and regulations as outlined in the Request for Proposals. Specifically, relating to question 13, Appendix B *Project Description and Expected Outcome*.
- 2.3 DOL/DET's obligation to pay Contractor or Agency for the performance of services described in Appendix B will not exceed the fixed fee amount of \$19,071.00, if appropriated as set forth in Section 2.2 of this Agreement. It is expressly understood that the work defined in Appendices to this Agreement must be completed by Contractor or Agency and it shall be the Contractor's or the Agency's responsibility to ensure that the services of the Contractor or the Agency are to commence on June 20, 2016 and shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purposes of this Contract, but in any event all the services, except delivery of final reports, shall be completed no later than August 26, 2016. DOL/DET is not

obligated to compensate the Contractor or the Agency for services rendered if either the completion date has passed or, submission of the final report by the required date is not met.

- 2.4 Contractor or Agency shall abide by all guidelines and regulations as outlined in the Request for Proposal (attached hereto as Appendix B) including question 13, *Project Description and Expected Outcome*.
- 2.5 All Contractor or Agency participant and financial records, data or information relating to the program described in this Contract are to be retained separately and distinctly from those records pertaining to the other operations of the Contractor or Agency.
- 2.6 All information, data, reports, and records, as are existing, available, easily retrievable and necessary for the carrying out of the work shall be furnished to the Contractor without charge by DOL/DET and DOL/DET shall cooperate with the Contractor in every way possible.
- 2.7 Grant funds shall not be used for any purpose other than to pay the wages, employer costs of FICA, unemployment insurance tax, and workers' compensation for those youth employed by the Contractor or Agency with the State Summer Youth Employment Program grants funds.
- 2.8 Grant checks will be disbursed in three installments, with the first installment check being sent in June and the second installment check being sent in July. The third and final installment payment will be disbursed upon each agency submitting a financial report. The payment will be in the form of a check or automatic deposit. The Contractor or Agency is responsible for covering the pay period(s) for participants until the arrival of each grant check.
- 2.9 All grant funds must be reconciled with a financial report no later than September 19, 2016. Failure to reconcile funds within the given time limit may disqualify the contractor from being considered for future funding.
- 2.10 All project funds not expended must be returned to the State of Delaware, Department of Labor, Division of Employment and Training, 4425 North Market Street, P.O. Box 8928, Wilmington, Delaware 19809-0828, no later than October 17, 2016.

3. RESPONSIBILITIES OF CONTRACTOR.

- 3.1 The population to be served by this contract will be youth ages 14-20. At a

minimum 73% of youth served must reside in a household with a combined income at or below 200% of household poverty. These youth are referred to as “Qualified or Eligible Youth.” The remaining 27 % of youth do not have to meet the income requirement.

- 3.2 The Contractor or Agency will not allow youth workers to perform work that is not in compliance with the provisions of Title 19, Delaware Code, Chapter 5 or with any other applicable state or federal law.
- 3.3 The Contractor’s or Agency’s project may operate between June 20, 2016 and August 26, 2016. Youth participants will be compensated at the minimum wage (\$8.25/hour) and will work no more than 210 hours during the entire program.
- 3.4 An individual who has been determined to be eligible to participate in the State Summer Youth Employment Program shall be referred to as a “Participant.” The Contractor or Agency is responsible for recruiting and determining the eligibility of participants for this Agreement. The Contractor or Agency may enroll a participant who was enrolled the previous year provided that all program requirements are satisfied.
- 3.5 Contractor or Agency shall insure that facilities are accessible to and usable by individuals with disabilities, consistent with Public Law 90-48, Architectural Accessibility Act.
- 3.6 Contractor or Agency agrees that as a condition of the award of financial assistance under the State Summer Youth Employment Program (“SSYEP”) from DOL/DET, the Contractor or Agency will assure with respect to operation of the SSYEP funded program or activity and all agreements or arrangements to carry out the SSYEP funded program or activity, that it will comply fully with the nondiscrimination and equal opportunity provisions of the federal law.
- 3.7 Contractor or Agency has or will retain such qualified employees as it may need to perform the services required by this Agreement. Such employees shall not be employed by DOL/DET. Nothing in this Agreement shall impose any liability or duty on DOL/DET for acts, omissions, liabilities, or obligations of the Contractor or Agency. Further, neither DOL/DET, nor the Contractor or Agency, nor their agents or employees shall be considered as, or represent themselves to be agents or employees of the other.
- 3.8 Contractor or Agency will not use DOL/DET’s name, either express or implied, in any of its advertising or sales materials without DOL/DET’s express written consent.
- 3.9 The rights and remedies of DOL/DET provided for in this Agreement are in addition to any other rights and remedies provided by law.

4. **FINDINGS CONFIDENTIAL.** Any reports, information, data, or similar documentation given to or prepared or assembled by the Contractor or Agency under this Agreement which DOL/DET requests to be kept as confidential shall not be made available to any individual or organization by the Contractor or Agency without prior written approval of DOL/DET.
5. **IDENTIFICATION OF DOCUMENTS.** All published reports, and other documents completed, as a part of this Agreement, including public information notices and press releases, other than documents exclusively for internal use, shall clearly specify that the report of this program has been funded by DOL/DET. It shall also be the responsibility of the Contractor or Agency to secure a document control number from DOL/DET prior to the printing of any official document or report that will be prepared under this Agreement.
6. **RECORDS.**
 - 6.1. The Contractor or Agency agrees to supply to DOL/DET staff any and all documentation as required in a timely fashion.
 - 6.2. No material produced in whole or in part under this Agreement shall be subject to copyright in the United States or any other country. DOL/DET shall have unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data, or other materials prepared under this Agreement.
 - 6.3. The Contractor or Agency agrees to make available, at any time during normal business hours and as often as deemed necessary by the DOL/DET, all of its records with respect to all matters covered by this Agreement, and shall permit the DOL/DET, the State Auditor, the State Controller General, or any of their duly authorized representatives to audit, examine, and make excerpts or transcripts from such records and to make audits of all Agreements, invoices, materials, payrolls, records of personnel, conditions of employment, and other data in relation to all matters covered by this Agreement, until the expiration of three years after expenditure of funds under this grant.
 - 6.4. The Contractor or Agency agrees to fully cooperate in all audit efforts and is liable for any disallowed costs incurred by the Contractor or Agency or DOL/DET as a result of the Contractor's or Agency's performance or failure to perform under this Agreement.
7. **ASSURANCES.**

7.1. The Contractor or Agency hereby agrees that in administering this Agreement, it will comply with the standards of conduct, hereinafter specified, for maintaining the integrity of the program and avoiding any conflict of interest in its administration. The Contractor or Agency hereby assures and certifies that:

7.1.1 It possesses legal authority to enter into this Agreement; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the Contractor's or Agency's governing body, authorizing the execution of this Agreement, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the Contractor or Agency to act in connection with this Agreement and to provide such additional information as may be required.

7.1.2 Every reasonable course of action will be taken by the Contractor or Agency in order to maintain the integrity of this expenditure of public funds to avoid any favoritism or questionable or improper conduct. This Agreement will be administered in an impartial manner, free from personal, financial, or political gain. The Contractor or Agency, its executive staff and employees, in administering this Agreement, will avoid situations, which give rise to suggestion that any decision was influenced by prejudice, bias, special interest, or personal gain.

7.1.3 Executives and employees of the Contractor or Agency will be particularly aware of the varying degrees of influence that can be exerted by personal friends, associates, and family members and, in administering the Agreement, will exercise due diligence to avoid situations which may give rise to the assertion that favorable treatment is being granted to friends, associates, and family members. When it is in the public interest for the Contractor or Agency to conduct business with a friend, associate, or family member of any executive or employee of the Contractor or Agency, a permanent record of the transaction will be retained.

8. **RELEASE.** In consideration of execution of this Agreement by the DOL/DET, the Contractor or Agency agrees that simultaneously with the acceptance of final payment by the Contractor or Agency under this Agreement, the Contractor or Agency releases and forever discharges the DOL/DET of and from any and all claims, demands, and liabilities whatsoever of every name and nature, both in law and in equity, arising from, growing out of, or in any way connected with this Agreement; save only such claims, demands, and liabilities as are expressly accepted in this Agreement.

9. **STATE RESPONSIBILITIES.**

9.1 In connection with Contractor's provision of the Services, DOL/DET shall perform those tasks and fulfill those responsibilities specified in Appendix B.

- 9.2 DOL/DET agrees that its officers and employees will cooperate with Contractor or Agency in the performance of services under this Agreement and will be available for consultation with Contractor or Agency at such reasonable times with advance notice as to not conflict with their other responsibilities.
- 9.3 The services performed by Contractor or Agency under this Agreement shall be subject to review for compliance with the terms of this Agreement by DOL/DET's designated representatives. DOL/DET's representatives may delegate any or all responsibilities under the Agreement to appropriate staff members.
- 9.4 The review comments of DOL/DET's designated representatives may be reported in writing as needed to the Contractor or Agency. It is understood that DOL/DET's representatives' review comments do not relieve Contractor or Agency from the responsibility for the maintaining complete and current records under this Agreement.
- 9.5 Each party agrees not to use the other party's name, either express or implied, in any of its advertising or sales materials. Contractor or Agency reserves the right to reuse the nonproprietary data and the analysis of industry-related information in its continuing analysis of the industries covered.

10. WORK PRODUCT.

- 10.1 All materials, information, documents, and reports, whether finished, unfinished, or draft, developed, prepared, completed, or acquired by Contractor or Agency for DOL/DET relating to the services to be performed hereunder shall become the property of DOL/DET and shall be delivered to DOL/DET's designated representative upon completion or termination of this Agreement, whichever comes first. Contractor or Agency shall not be liable for damages, claims, and losses arising out of any reuse of any work products on any other project conducted by DOL/DET. DOL/DET shall have the right to reproduce all documentation supplied pursuant to this Agreement.
- 10.2 Contractor or Agency retains all title and interest to the records it furnished and/or generated pursuant to this Agreement. Retention of such title and interest does not conflict with DOL/DET's rights to the materials, information and documents DOL/DET may develop in performing the program.
- 10.3 Notwithstanding anything to the contrary contained herein or in any attachment hereto, any and all intellectual property or other proprietary data owned by Contractor or Agency prior to the effective date of this Agreement ("Preexisting Information") shall remain the exclusive property of Contractor or Agency even if such Preexisting Information is embedded or otherwise incorporated into

materials or records produced as a result of this Agreement or used to develop such materials or products. DOL/DET's rights under this section shall not apply to any Preexisting Information or any component thereof regardless of form or media.

11. GENERAL RESPONSIBILITIES.

11.1. Orientation. During the orientation process, the Contractor or Agency will provide the participant with a work schedule and expected job duties. Before enrolling any participants, the Contractor or Agency shall orient all prospective participants as to the purpose of the program (the development of work readiness skills). Among the items that may be discussed are appropriate work behaviors, working well with others, citizenship and timeliness.

11.2. Monitoring. The Contractor or Agency shall cooperate with the DOL/DET assessment and evaluation activities. Such cooperation includes, but is not limited to, the following activities:

11.2.1. The DOL/DET SSYEP staff will be conducting at least biweekly on site visits to Contractors or Agencies to collect required documentation, meet with participants and review progress on the programs funded.

Required enrollment documentation will include:

- a. State Summer Youth Application;
- b. Completed Working Papers;
- c. Copy of birth certificate or documented proof of birth;
- d. Copy of social security card or documented proof of social security number;
- e. Proof of parental/family income (W-2);
- f. Proof of citizenship or eligibility to work.

In addition to the enrollment documentation each participant will complete an approved SSYEP timesheet weekly for submission to DOL/DET staff.

12. CONFIDENTIALITY AND NONDISCLOSURE COVENANTS.

12.1 To the extent permissible under 29 *Del. C.* § 10001, the parties to this Agreement shall preserve in strict confidence any information, reports or documents obtained, assembled or prepared in connection with the performance of this Agreement.

12.2 DOL/DET shall retain in confidence and not disclose or otherwise make documents or records prepared as part of this Agreement available, in whole or in part, to anyone who is not an authorized employee or authorized representative of the Contractor or Agency or of DOL/DET.

12.3. In the event an issue should arise as to information's exclusion from the confidentiality and nondisclosure obligations under this section, the party claiming said exclusion shall have the burden of producing documentary evidence

establishing entitlement to said exemption.

13. EMPLOYEES.

13.1 Each Party has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of its employees in the performance of the services hereunder; and both parties will be subject to scheduling and staffing considerations and will attempt to honor each parties' request the assignment of specific individuals.

13.2 Except as the other party expressly authorizes in writing in advance, neither party shall solicit, offer work to, employ, or contract with, whether as a partner, employee or independent contractor, directly or indirectly, any of the other party's Personnel during their participation in the services or during the twelve (12) months thereafter. For purposes of this Section 15.2, "Personnel" includes any individual or company a party employs as a partner, employee or independent Contractor or Agency and with which a party comes into direct contact in the course of the services.

15. INDEPENDENT CONTRACTOR.

15.1 Contractor or Agency acknowledges that Contractor or Agency and any subcontractors, agents or employees employed by Contractor or Agency shall not, under any circumstances, be considered employees of DOL/DET, and that they shall not be entitled to any of the benefits or rights afforded employees of DOL/DET, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits. DOL/DET will not provide or pay for any liability or medical insurance, retirement contributions or any other benefits for or on behalf of DOL/DET or any of its officers, employees or other agents.

15.2 Contractor or Agency shall be responsible for providing liability insurance for its personnel.

15.3 As an independent contractor, Contractor or Agency has no authority to bind or commit DOL/DET. Nothing herein shall be deemed or construed to create a joint venture, partnership, fiduciary, or agency relationship between the parties for any purpose.

16. TERMINATION.

16.1 Termination for Cause: If, through any cause, the Contractor or Agency shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if

the Contractor or Agency shall violate any of the covenants, agreements, or stipulations of this Agreement, DOL/DET shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor or Agency of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In that event, all documents of any type prepared by the Contractor or Agency under this Agreement, shall, at the option of the DOL/DET become property of DOL/DET, subject to the provisions stated elsewhere in this document, and the Contractor or Agency shall be entitled to receive just and equitable compensation for any satisfactory work completed under the terms of this Agreement up to the effective termination date. Notwithstanding the foregoing, the Contractor or Agency shall not be relieved of liability to the DOL/DET for damages sustained by the DOL/DET by virtue of any breach of this Agreement by the Contractor or Agency.

- 16.2 Termination for Convenience: The performance of work under the Agreement may be terminated, in whole, or from time to time, in part, by the best interest of the Department of Labor. Termination of work hereunder shall be effected by delivery to the Contractor or Agency of the Notice of Termination specifying the extent to which performance of work under this Agreement is terminated and the date upon which such Termination becomes effective. In no event, shall a Termination for Convenience be effective in less than ten (10) days after receipt of notice thereof.
- 16.2.1 After receipt of the Notice of Termination, the Contractor or Agency shall cancel outstanding commitments covering the procurement or rental of materials, supplies, equipment, and miscellaneous items. In addition, the Contractor or Agency shall exercise all reasonable diligence to accomplish the cancellation or diversion of outstanding commitments covering personal services that extend beyond the date of such termination by the notice. With respect to such canceled commitments, the Contractor or Agency agrees to:
- a. settle all outstanding liabilities and claims arising out of such cancellation of commitments; or ratify all such settlements; and
 - b. assign to the DOL/DET in the matter, at the time and to the extent directed by the DOL/DET, all of the rights, title, and interest of the Contractor or Agency under the orders and subcontractors so terminated. The DOL/DET shall have the right, at its discretion, to settle or pay any and all claims arising out of the termination of such orders and subcontracts.
- 16.3 If after termination for cause it is determined that the Contractor or Agency has not so failed, the termination shall be deemed to have been effected for the convenience of DOL/DET.
- 16.4 The rights and remedies of DOL/DET and Contractor or Agency provided in this section are in addition to any other rights and remedies provided by law or under this Agreement.

- 16.5 Termination of this Agreement shall not release any breaching party of its obligations to pay damages or otherwise remediate its breach, either at law or in equity.
17. **GRATUITIES.** DOL/DET may, by written notice to Contractor, terminate this Agreement if it is found after notice and hearing by DOL/DET that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by Contractor or Agency or any agent or representative of Contractor or Agency to any officer or employee of DOL/DET with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or making of any determinations with respect to the performance of this Agreement.
18. **SEVERABILITY.** If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.
19. **ASSIGNMENT; SUBCONTRACTS.**
- 19.1 Any attempt by Contractor or Agency to assign or otherwise transfer any interest in this Agreement without the prior written consent of DOL/DET shall be void.
- 19.2 None of the work or Services specified by this Agreement shall not be subcontracted by Contractor, however, the Contractor can with the written approval of DOL/DET, serve as a Sponsor for other organizations.
- 19.3 Approval by DOL/DET of Contractor's request to subcontract or acceptance of or payment for subcontracted work by DOL/DET shall not in any way relieve Contractor or Agency of responsibility. All subcontractors shall adhere to all applicable provisions of this Agreement.
- 19.4 Contractor or Agency shall be and remain liable for all damages to DOL/DET caused by negligent performance or non-performance of work under this Agreement by Contractor, its subcontractor or Agency or its sub-subcontractor.
20. **ASSIGNMENT.** This Agreement and the services contemplated hereunder are personal to the Contractor or Agency, and the Contractor or Agency shall not have the right or ability to assign, transfer, or subcontract any obligations under this Agreement without the written approval of the DOL/DET. Grant funds from DOL/DET under this

Agreement may be assigned to a bank, trust company, or other financial institution without prior written approval. Notice of any such assignment or transfer shall be furnished promptly to DOL/DET.

21. **FORCE MAJEURE.** Neither party shall be liable to the other under this Agreement for delays in any of its performance hereunder due to causes beyond its reasonable control, including but not limited to acts of God, strikes, accidents, fire or inability to obtain materials on time, which could not be foreseen as of the date of this Agreement.

22. **NON-APPROPRIATION OF FUNDS.**
 - 22.1 Validity and enforcement of this Agreement is subject to appropriations by the General Assembly of the specific funds necessary for contract performance. Should such funds not be so appropriated DOL/DET may immediately terminate this Agreement, and absent such action this Agreement shall be terminated as to any obligation of the State of Delaware requiring the expenditure of money for which no specific appropriation is available, at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds.

 - 22.2 Notwithstanding any other provisions of this Agreement, this Agreement shall terminate and DOL/DET's obligations under it shall be extinguished at the end of the fiscal year in which DOL/DET fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which will then become due.

23. **STATE OF DELAWARE BUSINESS LICENSE.** Contractor or Agency shall be properly licensed and authorized to transact business in the State of Delaware as provided in 30 *Del. C.* § 2502.

24. **COMPLETE AGREEMENT.**
 - 24.1 This Agreement and Appendix B shall constitute the entire agreement between DOL/DET and Contractor or Agency with respect to the subject matter of this Agreement and shall not be modified or changed without the express written consent of the parties. The provisions of this agreement supersede all prior oral and written quotations, communications, agreements and understandings of the parties with respect to the subject matter of this Agreement.

 - 24.2 If the scope of any provision of this Agreement is too broad in any respect whatsoever to permit enforcement to its full extent, then such provision shall be enforced to the maximum extent permitted by law, and the parties hereto consent and agree that such scope may be judicially modified accordingly and that the whole of such provisions of the Agreement shall not thereby fail, but the scope of such provision shall be curtailed only to the extent necessary to conform to the law.

25. MISCELLANEOUS PROVISIONS.

- 25.1 In performance of this Agreement, Contractor or Agency shall comply with all applicable federal, state and local laws, ordinances, codes and regulations. Contractor or Agency shall solely bear the costs of permits and other relevant costs required in the performance of this Agreement.
- 25.2 Neither this Agreement nor the Appendices may be modified or amended except by the mutual written agreement of the parties. No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the party against which it is sought to be enforced.
- 25.3 The delay or failure by either party to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of that party's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.
- 25.4 Contractor or Agency covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Contractor or Agency further covenants, to its knowledge and ability, that in the performance of said services no person having any such interest shall be employed.
- 25.5 Contractor or Agency acknowledges that DOL/DET has an obligation to ensure that public funds are not used to subsidize private discrimination. Contractor or Agency recognizes that if they refuse to hire or do business with an individual or company due to reasons of race, color, gender, ethnicity, disability, national origin, age, or any other protected status, DOL/DET may declare Contractor or Agency in breach of the Agreement, terminate the Agreement, and designate Contractor or Agency as non-responsible.
- 25.6 Contractor or Agency warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, or a percentage, brokerage or contingent fee. For breach or violation of this warranty, DOL/DET shall have the right to annul this contract without liability or at its discretion deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.
- 25.7 Nepotism is expressly forbidden and will result in the cancellation of a Contractor's or Agency's grant.

25.8 Each party shall maintain all public records as defined by, and in accordance with the statute of the State of Delaware.

26. INSURANCE.

26.1 Contractor or Agency (NON STATE ENTITIES):

- A. If the Contractor or Agency uses motor vehicles in conducting activities under this Agreement, the Contractor or Agency warrants that it has Automotive Liability Insurance covering all automotive units used in the work with limits of not less than \$25,000 per person and \$50,000 per accident.
- B. The Contractor or Agency will provide Workers' Compensation Insurance Coverage for youth participants in the program.
- C. The Contractor or Agency shall carry general liability insurance that provides coverage for work related injuries to participants, to the extent that this coverage is not available under its Workers' Compensation plan.

26.2 Contractor or Agency (State Entities):

- A. The Contractor or Agency warrants that it is a political subdivision of the State of Delaware, that it is self-insured, and that it is able to pay any obligation that it incurs under the terms of this Agreement including any liability that may arise from the performance of this Agreement, subject to the limitations of Title 10, Delaware Code, Chapter 40. Additionally, the Contractor or Agency shall ensure that all youth participants are covered by Workers' Compensation Insurance.
- B. The Contractor or Agency shall provide through self-insurance or general liability insurance, coverage for work related injuries to participants to the extent that this coverage is not available under its Workers' Compensation plan.
- C. If the Contractor or Agency uses motor vehicles in conducting activities under this Agreement, the Contractor or Agency warrants that it is self-insured and that it is able to pay any obligations that it incurs for bodily injury and property damage arising through the use of said vehicle, subject to the limitations of Title 10, Delaware Code, Chapter 40. Nothing contained in this agreement shall be deemed to constitute a waiver of the sovereign or official immunity of the State, which immunity is hereby reserved to the State, its agencies and officials. Nothing contained in this Agreement shall be deemed to constitute a waiver of the sovereign or official immunity of New Castle

County, which immunity is hereby reserved to New Castle County, its agencies and officials.

27. **NOTICES.** Any and all notices required by the provisions of this Agreement shall be in writing and shall be mailed, certified or registered mail, return receipt requested. All notices shall be sent to the following addresses:

TO DOL/DET: Joel Riley
Delaware Department of Labor/ Employment & Training
4425 North Market Street
Wilmington, DE 19802

TO CONTRACTOR: New Castle County Government
Department of Community Services
James H. Gilliam Sr. Building
77 Reads Way
New Castle, DE 19720

28. **MISCELLANEOUS.**

28.1. **Survival.** Sections 3, 6, 7 and 11 shall survive the termination of this Agreement.

IN WITNESS THEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date and year first above written.

**STATE OF DELAWARE
DEPARTMENT OF LABOR**

Witness

Date: _____

Signature

Name: Stacey Laing

Title: Director of Employment & Training

Date: _____

NEW CASTLE COUNTY GOVERNMENT

Witness

Date: _____

Signature

Name: _____

Title: _____

Date: _____