




**Contract Agreement**  
**Shoulder Tapping & Party Patrol Project**  
**FY 2014-2015**

<b>CONTRACTOR</b> <b>Mesa Police Department</b> Partner of the Mesa Prevention Alliance P.O. Box 1466 Mesa, AZ 85211 T: (480) 644-2211	<b>AGENCY</b> <b>Community Bridges, Inc. (CBI)</b> Fiscal Agent of the Mesa Prevention Alliance 1855 W. Baseline Rd, Suite 101 Mesa, AZ 85202 T: (480) 831-7566
BY: _____ Chief Frank Milstead	BY:  Dr. Frank Scarpati
TITLE: <u>Chief of Police</u>	TITLE: <u>President/CEO</u>
DATE: _____	DATE: <u>6/10/14</u>

**Purpose of the Agreement**

The purpose of this Agreement is to enhance law enforcement resources for addressing violation of the liquor law by adult's providing and/or providing access to alcohol to underage drinkers in the City of Mesa.

**Basic Understanding of Agreement**

This agreement is being signed with the understanding that CBI is receiving funding from Magellan Health Services of Arizona for the Mesa Prevention Alliance to conduct Shoulder Tapping and Party Patrol beginning on July 1, 2014 through June 30, 2015. The amount, scope of work, and approval are dependent upon CBI's receipt of the grant funding.

This Agreement is between the **Mesa Police Department** (hereinafter referred to as "**Contractor**") and **Community Bridges, Inc.** (hereinafter referred to as "**CBI**"). The **Contractor**, for and in consideration of the covenants and conditions set forth in this document, shall provide and perform the services as set forth below. All rights and obligations of the parties shall be governed by the terms of this Agreement, as set forth herein.

This Agreement contains the entire understanding between the Parties with respect to the subject hereof and supersedes all prior negotiations and agreements.

## **SECTION I: GENERAL PROVISIONS**

### **1. Definitions**

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

- A. Agreement** means this document and all of its attachments.
- B. Contractor** means the corporation, firm, group, organization, or person on the cover page of this Agreement.
- C. CBI** means Community Bridges, Inc., an Arizona corporation, who is the fiscal agent of the Mesa Prevention Alliance.
- D. Work statement** includes all tasks, documents, plans, proposals, reports, analyses, data, ideas, specifications, descriptions, notes, designs and documents prepared or furnished by the **Contractor**.

### **2. Term of Agreement**

This Agreement shall begin on **July 1, 2014** and terminate on **June 30, 2015**.

### **3. Amendments to the Agreement**

This Agreement may be amended by mutual written consent of both parties.

### **4. Agreement Renewal**

This Agreement shall not bind, nor purport to bind, **CBI** for any commitment in excess of the original program period and funding made available through Magellan Health Services of Arizona.

### **5. Termination**

Either party may terminate this Agreement in whole or in part at any time and for any reason including no reason upon fourteen (14) days written notice.

### **6. Non-discrimination**

The Parties to this Agreement shall comply with all applicable provisions of state and federal non-discrimination laws and regulations including, but not limited to Executive Order 75-5, as modified by Executive Order 99-4, which mandates that all persons, regardless of race, religion, sex, age, national origin or political affiliation shall have equal access to employment opportunities and all other federal and state employment and educational opportunity laws, rules and regulations, including the Americans with Disabilities Act; provided however, an Indian Community is subject to 25 U.S.C. § 450e(c). No Party shall engage in any form of illegal discrimination.

### **7. Insurance Coverage**

Each Party to this Agreement is responsible for maintaining insurance on its employees, to include, but not limited to, workers' compensation insurance, unemployment compensation

insurance, and general liability insurance.

**8. Governing Law**

The laws of the State of Arizona shall govern this Agreement. Venue will be in the Maricopa County Superior Court unless the subject matter of the dispute involves an Indian Community, and then venue shall be in the Federal District Court for the State of Arizona. In the event of any litigation or arbitration arising out of this Agreement, the substantially prevailing Party in such litigation or arbitration shall be entitled to recover its reasonable attorney fees, expert witness fees and other costs of litigation.

**9. Subcontracts/Assignments/Successors**

**Contractor** shall not assign, sublet or transfer its interest in this Agreement without prior written consent of **CBI**. No subcontract, assignment, or agreement alters the **Contractor's responsibility** to assure that all the provisions of this agreement are carried out. All terms and conditions in this Agreement shall be included in all subcontracts, assignments or agreements.

**10. Indemnification**

To the extent permitted by law, each Party does hereby covenant and agree to indemnify, defend, and hold harmless the other Party, their elected officials, appointees, officers, employees, contractees, and agents from and against any and all suits, actions, legal or administrative proceedings, claims, demands or damages of any kind or nature relating to this Agreement which, are the result of any act or omission of the Party, its officers, employees, contractees, agents, and anyone acting under its direction or control, whether intentional or negligent, in connection with or incident to this Agreement. Failure of a Party to comply with the terms of this Agreement shall not provide the basis of any third party action against any of the Parties.

**11. Conflict of Interest**

The Parties reserve all rights that each may have to cancel this Agreement for possible conflicts of interest under A.R.S. § 38-511, as amended.

**12. Scrutinized Business Operation**

Pursuant to A.R.S. §§ 35-391.06 and 35-393.06, each Party certifies that it does not have a scrutinized business operation, as defined in A.R.S. §§ 35-391 and 35-393, in either Sudan or Iran.

**13. Compliance with E-Verify Program**

A. To the extent provisions of A.R.S. §41-4401 are applicable, all Parties warrant to each Party that they will comply with all Federal Immigration laws and regulations that relate to their employees and that each now complies with the E-Verify Program under A.R.S. §23-214(A).

B. A breach of this warranty will be considered a material breach of this Agreement and may subject the breaching party to penalties up to and including termination of this Agreement.

C. All of the Parties retain the legal right to inspect the papers of any employee who works pursuant to this Agreement or any related subcontract to ensure compliance with the warranty given above.

D. Any Party may conduct a random verification of the employment records of any other Party to ensure compliance with this warranty.

E. A Party will not be considered in material breach of this Agreement if it establishes that it has complied with the employment verification provisions prescribed by 8 USCA §1324(a) and (b) of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214(A).

F. The provisions of this Article must be included in any contract either Party enters into with any and all of its contractors or subcontractors who provide services under this Agreement.

**14. Other Provisions**

Nothing within this Agreement shall be construed to limit the law enforcement authority of the Mesa Police Department or its employees.

**15. Notice**

All notices to be given pursuant to this Agreement shall be delivered to the parties at their respective addresses. Notices may be (i) personally delivered; (ii) sent via certified or registered mail, postage prepaid; (iii) sent via overnight courier; or sent via facsimile. If provided by personal delivery, receipt shall be deemed effective upon delivery. If sent via certified or registered mail, receipt shall be deemed effective three (3) Days after being deposited in the United States mail; If sent via overnight courier or facsimile, receipt shall be deemed effective two (2) Days after the sending.

**SECTION II – PROJECT WORK STATEMENT AND COMPENSATION**

**A. Responsibilities**

**Community Bridges, Inc. (CBI) agrees to:**

- Coordinate a minimum of **six (6) Shoulder Tapping** outings before June 30, 2014 at approximately five hours each with three Officers and one Sergeant. CBI staff will identify merchants for Shoulder Tapping activity according to Mesa Police Department data that defines areas of concern.
- Coordinate training on Shoulder Tapping procedures on a date to be determined.
- Coordinate a minimum of **six (6) Party Patrol** outings in areas of Mesa that are of greatest concern. Party Patrol will be conducted with six Officers and /or Sergeant Timeframe of the project is scheduled during the following months:
  - July 2014
  - September 2014
  - October 2014
  - November 2014

- December 2014
- March 2015
- April 2015
- May 2015
- Coordinate a minimum of **two (2) Prescription Drug Take Back Events** at Central, Superstition, Red Mountain and Fiesta. A minimum of four Officers will conduct each event.
- Meet with commanding officer to assess the outcomes of all projects, the scope of work, expectations, and use of resources for addressing liquor law violations related to underage drinking use including enforcement of consequences for underage users as well as adults providing access to underage drinkers in Mesa.
- Provide quarterly reports to the Mesa Police Department Chief and Command Staff to update on enforcement project and Mesa Prevention Alliance progress in addressing underage drinking in the Mesa community.
- Design evaluation methodology to measure the outcomes of the project and provide reporting tools to Mesa Police Department for data collection.
- Receive and analyze evaluation data related to the project to measure successes and barriers for addressing underage drinking through enforcement practices and report the findings to the funding source, Mesa Prevention Alliance members, and Mesa Police Department.
- Increase Social Marketing and Public Information activities to raise awareness of underage drinking in the community and increased enforcement activities.
- Remit payment within 10 days of receipt of the invoice for services rendered.

**The Mesa Police Department agrees to:**

Commit personnel to **Shoulder Tapping, Party Patrol and Prescription Drug Take Back** efforts with the objective of increasing resources and enforcement of liquor law violations related to underage use, including consequences for underage users as well as adults providing access to underage drinkers.

**For the Shoulder Tapping Project:**

- Commit personnel (at least six) for Shoulder Tapping with the objective of increasing resources and enforcement of liquor law violations as it relates to underage use, including consequences for underage users as well as adults providing access to underage drinkers.
- Conduct a minimum of six (6) Shoulder Tapping sessions beginning in July 2014, all to conclude before June 30, 2015. Each outing will include at least four officers for a minimum of 5 hours.
- Assign personnel to attend one pre-planning session and training before August 31, 2014 (date to be determined) to outline schedule and identify dates known to be high frequency times for underage drinking. These dates will align with prom nights, graduation, holidays, school breaks and conclude before June 30, 2015.
- Focus solely on the Shoulder Tapping project and assure the safety of youth participants. Should a need for other enforcement occur, personnel will not leave the scene or engage in regular patrol activities unrelated to Shoulder Tapping.
- Confirm scheduled dates three weeks in advance of the designated project.
- Complete data collection tools within one week following each Shoulder Tapping outing.
- Invoice CBI monthly for services rendered by the 30<sup>th</sup> of the month in which services were rendered.

**For Party Patrol Outings:**

- Commit personnel (at least six) for party Patrol with the objective of increasing resources and enforcement of liquor law violations as it relates to underage use, including consequences for underage users as well as adults providing access to underage drinkers.
- Conduct a minimum of six (6) Party Patrol beginning October 2014, all to conclude before June 30, 2015. Each outing will include at least six officers for a minimum of 5 hours.
- Assigned Mesa Police Department personnel will attend a pre-planning session and training before August 31, 2014 on Party Patrol procedures, outline annual calendar of events, as well as quarterly meetings with CBI staff to plan for the project and assess the outcomes of the project scope.
- Confirm scheduled dates three weeks in advance of the designated project.
- Complete data collection tools within one week following each Party Patrol outing.
- Invoice CBI monthly for services rendered by the 30<sup>th</sup> of the month in which services were rendered.

**For Prescription Drug Take Back Events:**

- Commit personnel (at least four) for Prescription Drug Take Back beginning October, 2014.
- Conduct a minimum of two (2) Prescription Drug Take Back Events before June 30, 2015.
- Assigned Mesa Police Department personnel will attend a pre-planning session on procedures, outline calendar of events, as well as meet with CBI staff to plan for the project and assess the outcomes of the project scope before September 1, 2014
- Confirm scheduled dates three weeks in advance of the designated project.
- Invoice CBI monthly for services rendered by the 30<sup>th</sup> of the month in which services were rendered.

**B. Fees for Service**

1. CBI shall provide payment to the Mesa Police Department in an amount sufficient to cover officer salaries at the established overtime rate of \$67.50 per hour to provide service pursuant to this contract. A minimum of **Six (6) Shoulder Tapping** outings, a minimum of **six (6) Party Patrols** and a minimum of **two (2) Prescription Drug Take Back Events** are scheduled by June 30<sup>th</sup>, 2015.
2. Payment shall not exceed **\$30000.00** (for approximately 445 hours of services) before the contract period ends on June 30, 2015.
3. There shall be no fee for service charged to CBI for services not outlined herein. This includes situations when officers engage in activity not related to Shoulder Tapping, Party Patrol and Prescription Drug Take Back.