

COUNTY COUNCIL OF WICOMICO COUNTY, MARYLAND

2011 Legislative Session

Legislative Day No. 13

Resolution No. 81-2011

Introduced by: The President of the Council at the request of the County Executive

A RESOLUTION TO APPROVE THE FY 2012 INTERGOVERNMENTAL AGREEMENT WITH THE WICOMICO COUNTY DEPARTMENT OF SOCIAL SERVICES FOR CHILD SUPPORT AND WORK OPPORTUNITIES POSITIONS.

WHEREAS, the Wicomico Department of Social Services has proposed an Intergovernmental Agreement for FY 2012 authorizing funding for five Child Support positions, which includes three case managers, one part-time clerical support position and one part-time administrative assistant. The Intergovernmental Agreement also provides funding for one Work Opportunities position. All positions will be under the direction of the Department of Social Services; and

WHEREAS, the County Executive recommends the approval of the Intergovernmental Agreement.

NOW, THEREFORE, BE IT RESOLVED, by the County Council of Wicomico County, Maryland, that the Intergovernmental Agreement attached as Exhibit A is approved and the County Executive is hereby authorized to execute and deliver the Intergovernmental Agreement in the name and on behalf of the County.

Done at Salisbury, Maryland, this 21st day of June, 2011.

ATTEST:

COUNTY COUNCIL OF WICOMICO COUNTY, MARYLAND



Matthew E. Creamer, Council Administrator



Gail M. Bartkovich, Council President

CERTIFICATION

This Resolution was Adopted , Adopted with Amendments Failed Withdraw by the County Council on June 21, 2011.

Certified by  Matthew E. Creamer, Council Administrator

Res. 81-2011

WIC/CS-12-001
Agency Control Number

INTER-GOVERNMENTAL AGREEMENT

BETWEEN

MARYLAND STATE DEPARTMENT OF HUMAN RESOURCES

Wicomico County Department of Social Services
201 Baptist Street, Suite 27
Salisbury, Maryland 21801

AND

Wicomico County Government
125 N. Division Street P.O. Box 870
Salisbury, Maryland 21803

FOR

Child Support and Work Opportunity Positions

THIS AGREEMENT, effective as of July 1, 2011, is made by and between the Maryland State Department of Human Resources' Wicomico County Department of Social Services ("DHR/WCDSS") and the Wicomico County Government, hereinafter referred to as the "CONTRACTOR".

The DHR/WCDSS and the CONTRACTOR do mutually agree as follows:

1. PROGRAM AND SERVICES TO BE PROVIDED

1.1 Subject to the continuing availability of State and/or federal funds, the DHR/WCDSS shall purchase the CONTRACTOR'S services as described in its proposal dated May 17, 2011, attached as the Appendix, entitled: Wicomico County Government Proposal for Child Support and Work opportunity Positions.

1.2 The Appendix includes an approved budget.

2. TERMS AND TERMINATION

2.1 Performance under this Agreement shall commence on July 1, 2011, and shall continue until services are completed; but in any case no later than June 30, 2012.

2.2 The parties may agree in writing to an earlier termination date.

2.3 If the CONTRACTOR fails to fulfill its obligations under this Agreement properly and on time, or otherwise violates any provision of the Agreement, the DHR/WCDSS may terminate the Agreement. Prior to terminating this Agreement, the DHR/WCDSS shall give thirty (30) days prior written notice of such default, and if the CONTRACTOR has not cured such default within the thirty (30) day period, the DHR/WCDSS may, by written notice given, within five (5) days after expiration of this period, terminate the contract. The notice shall specify the acts or omissions relied on as cause for termination. The DHR/WCDSS shall pay the CONTRACTOR fair and equitable compensation for satisfactory

performance prior to the date of termination, less the amount of damages caused by the CONTRACTOR'S breach.

3. PAYMENT

3.1 The cost to the DHR/WCDSS for the services to be provided by the CONTRACTOR under this Agreement shall not exceed: Two Hundred Twenty Five Thousand Eight Hundred Ninety Six Dollars Fifty Eight Cents (\$225,896.58).

3.2 Payments by the DHR's Fiscal Services Division shall be made promptly, and through the Financial Management Information System (FMIS), upon submission of an invoice from the CONTRACTOR. Payments will be made within 30 days after receipt of an acceptable invoice.

3.3 The CONTRACTOR'S Federal Tax Identification Number is: 52-6001054. The CONTRACTOR agrees to include this number on all invoices billed to the DHR's Fiscal Services Division. The DHR/WCDSS may withhold payment for failure to comply with this provision.

3.4 (If applicable) Payment of these funds is conditional upon the DHR/WCDSS receiving funds from: Maryland General Assembly as specified to pay for the total cost of the services set forth in the Appendix. The DHR/WCDSS will give timely notice to the CONTRACTOR in the event the DHR/WCDSS does not receive the funds to pay for the total cost of the services provided under this Agreement.

4. GENERAL PROVISIONS AND CONDITIONS

4.1 The terms of this Agreement and its execution are subject to all applicable Maryland laws and regulations and approval of other agencies of the State of Maryland as required under State laws and regulations.

4.2 Subject to any limitations imposed by law, the parties agree that each party shall be responsible for its own actions and omissions, pursuant to the performance of this Inter-Governmental Agreement, and neither party shall hold the other liable with respect to any matter not arising from the other party's actions or omissions. Furthermore, the liability of the parties shall be governed by the terms and provisions of the applicable Tort Claims Acts and relating funding provisions.

4.3 As a condition of the DHR/WCDSS's obligation to perform under this Agreement, the CONTRACTOR shall comply with all applicable federal, State and local governmental standards and requirements, including licensing and permit laws and ordinances, as are necessary for the lawful providing of the services required of the CONTRACTOR under the terms of this Agreement.

4.4 The persons performing the services as set forth in the Appendix shall be employees of the CONTRACTOR or consultant(s) approved under Paragraph 4.5 or subcontractor(s) assigned under Paragraph 4.8. The CONTRACTOR is responsible for complying with all federal and State laws as to tax and Social Security payments to be withheld from wages paid to said employees.

4.5 The DHR/WCDSS shall designate its Procurement Officer, Joseph Sorrells, or designee, to serve as Project Officer for this Agreement. All contact between the DHR/WCDSS and the CONTRACTOR regarding all matters relative to this Agreement shall be coordinated through the DHR/WCDSS's designated Project Officer.

The use of funds under this Agreement by the CONTRACTOR to hire consultants shall require the prior approval by the DHR/WCDSS, through its Project Officer, of any such arrangement and the proposed work plan of the consultant(s) involved. (Approval is not required if the Appendix indicates the consultant's use.)

4.6 This Agreement may be amended as the DHR/WCDSS and the CONTRACTOR mutually agree in writing. Except for the specific provision of the Agreement, which is thereby amended, the Agreement shall remain in full force and effect after such amendment.

Adjustments of funds between categories that do not affect the total authorized funding and are consistent with the

objectives of this Agreement do not require an amendment to the Agreement. Written approval by the Project Officer, however, is required.

Extensions for Time: The Parties expressly reserve the right to extend the term of the Agreement, without additional cost to the State beyond the NTE amount identified in Section 3.1 herein and for services provided beyond the original term of the Agreement, provided the extension is for a reasonable, limited, and defined time, and provided that the scope of work under the extension is the same as the original Agreement. It is also agreed that all such modifications shall be reduced to writing, and signed by the Parties.

4.7 The CONTRACTOR shall operate under this Agreement so that no person, otherwise qualified, is denied employment or other benefits on the grounds of race, color, sex, creed, national origin, age, marital status, sexual orientation, or physical or mental disability which would not reasonably preclude the required performance. Except in subcontracts for standard commercial supplies or raw materials, the CONTRACTOR shall include a clause similar to this clause in all subcontracts and each subcontractor shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

The CONTRACTOR understands that it will comply fully with provisions of the Americans with Disabilities Act. The CONTRACTOR agrees that it will not directly, or indirectly through contractual or other arrangements, utilize criteria or methods of administration that have the effect of subjecting qualified individuals with disabilities to discrimination on the basis of disability; or that have the purpose or effect of defeating or substantially impairing accomplishment of the objectives of the DHR/WCDSS's program with respect to individuals with disabilities.

4.8 Unless otherwise provided in the Appendix, the CONTRACTOR may not, during the term of this Agreement or any renewals or extensions of this Agreement, assign or subcontract all or any part of this Agreement without the prior written consent of the Project Officer.

4.9 Both parties hereby expressly acknowledge the possibility of substantial changes in federal regulations applicable to this Agreement and expressly agree to renegotiate this Agreement as necessary to comply with such changes; provided that any increase in the scope of work or cost of performance will be compensated for by a budget increase or, in the alternative, by modifying the scope of work to reduce the cost of performance.

4.10 The CONTRACTOR shall retain all books, records, and other documents relevant to this Agreement for a period of no less than three years after the date of final payment, a resolution of audit findings, or disposition of non-expendable property, whichever is later, and upon receipt of reasonable written notice thereof, and full access thereto. The right to examine any of said materials shall be afforded federal and/or State auditors who shall have substantiated in writing a need therefore in the performance of their official duties, and such other persons as are authorized by the DHR/WCDSS. The Contractor will provide to the DHR/WCDSS a copy of that part of any audit performed by university, local, State or independent auditors which relates to the performance of this Agreement and the administration of funds provided by the DHR/WCDSS pursuant to this Agreement. Any additional audit information requested by the DHR/WCDSS may be secured by the DHR/WCDSS at its own expense using its own or the CONTRACTOR'S auditors or other State-approved auditors.

4.11 (a) The CONTRACTOR shall obtain prior written approval of the DHR/WCDSS for any purchase of assets with funds paid under this Agreement, excluding ordinary office supplies, unless such purchase is described in the Appendix.

(b) Title to all property furnished by the DHR/WCDSS shall remain in the DHR/WCDSS. Title to equipment purchased with funds available under this Agreement shall vest in the CONTRACTOR; provided, however that title to equipment having an acquisition cost of \$500 or more per unit and a useful life of more than two years ("Capital Equipment") shall vest in the DHR/WCDSS upon acquisition. The CONTRACTOR shall provide a list of Capital Equipment acquired under this Agreement to the DHR/WCDSS upon completion of the Agreement or the last renewal of this Agreement.

4.12 Except in accordance with a court order, neither party shall use or disclose any information concerning a recipient

of the services provided under this Agreement for any purposes not directly connected with the administration of such services, except upon written consent of the other party and the recipient or his/her responsible parent, guardian, or legal representative or as required by § 10-611 *et. seq.*, State Government Article Maryland Annotated Code.

4.13 This Agreement, together with the Appendix attached hereto and incorporated herein by reference, represents the complete, total and final understanding of the parties, and no other understandings or representations, oral or written, regarding the subject matter of this Agreement, shall be deemed to exist or to bind the parties hereto at the time of execution.

IN WITNESS WHEREOF, the parties have executed this Agreement.

FOR THE CONTRACTOR:

FOR THE DHR/WCDSS:

Signature

Signature

Richard M. Pollitt, Jr.
Name

Paula M. Erdie
Name

Wicomico County Executive
Title

Director, Wicomico County DSS
Title

Date Signed

Date Signed

APPROVED AS TO FORM AND LEGAL SUFFICIENCY BY THE OFFICE OF THE ATTORNEY GENERAL.