

# **YOUTH SERVICES PROGRAM MEMORANDUM OF AGREEMENT**

## **1. Parties:**

This MOA is made this \_\_\_\_\_ day of \_\_\_\_\_ 2008, by and between the Association of Village Council Presidents, a non-profit corporation registered in the State of Alaska with the principle offices at P. O. Box 219, Bethel, Alaska 99559, hereinafter referred to as "AVCP" and \_\_\_\_\_, hereinafter referred to as "Contractor".

## **2. Description of Contractor's Services:**

During the term of this MOA, Contractor agrees to administer funding provided under the Youth Service Program to provide supplemental employment and training and related services to Native American youth. Youth are eligible to participate in this program under the following circumstances:

- (a) They must be Native Americans and must be between the ages of 14-21 years; and
- (b) They must be low-income individuals based on U. S. Department of Health and Human Services poverty guidelines of if they are not low-income individuals they may be considered eligible youth if they meet one or more of the following categories:
  - (1) School dropouts;
  - (2) Basic skills deficient;
  - (3) Have educational attainment that is one or more grade levels below the grade level appropriate to their age group;
  - (4) Pregnant or parenting;
  - (5) Have disabilities, including learning disabilities;
  - (6) Homeless or runaway youth;
  - (7) Other eligible youth who face serious barriers to employment.

## **3. Period of Performances:**

Contractor agrees to complete the services described above beginning on \_\_\_\_\_, 2008 and ending on \_\_\_\_\_, 2008. This MOA cancels and supersedes any and all prior MOA's or understandings (whether or not in writing) pertaining to the subject matter of this MOA.

**4. Location Where Services are to be Provided:**

Contractor will perform the services described herein at \_\_\_\_\_, Alaska.

**5. Funding and Reports Required:**

The parties agree that AVCP shall provide Contractor with a maximum of \_\_\_\_\_ Dollars (\$0.00) to use in accordance with this MOA, unless additional amounts are agreed to, in writing and in advance, by AVCP. Contractor shall provide a final report to AVCP, which is to include:

- A narrative report detailing the accomplishments of the youth project for the period and;
- A summary financial report listing how the funds were expended. AVCP reserves the right to request copies of expenditures under this contact.

**6. Allowable Costs:**

The parties agree that U. S. Office of Management and Budget regulations on allowable costs/cost principles apply to all funds expended hereunder. Subject to limitations hereinafter set forth. Contractor agrees to follow OMB Circular A-87, "Cost Principles for State, Local and Indian Tribal Governments", or OMB Circular A-122, "Cost Principles for Non-Profit Organizations," as applicable, in its expenditure of funds hereunder. In further limitation of the foregoing, allowable costs under this MOA include only those costs that are reasonable and necessary for the Contractor's proper and efficient administration of the Youth Project.

**7. Record Keeping Requirements:**

Contractor agrees to maintain its books and financial records in accordance with Generally Accepted Accounting Principles ("GAAP") for all fund receipts and expenditures. Except as hereinafter provided, all such records must be retained for at least three (3) years after submission of a final report to AVCP, or until all audit questions, if any, are resolved. If Contractor's books and records do not meet the minimum standards of GAAP, Contractor agrees to reimburse AVCP for the total amount of funding provided to Contractor under this MOA. AVCP also reserves the right to withhold any or all future funding until such time as the record keeping standards are met.

**8. Contractor an Independent Contractor:**

Contractor agrees that he is an independent contractor and not an employee of AVCP. Contractor agrees to consult with AVCP employees as appropriate during the term of this MOA. Contractor agrees that he cannot act for, represent, or bind AVCP in any manner. Contractor acknowledges that he, nor any individual funded under this MOA, is eligible

for any benefits afforded to regular AVCP employees (medical coverage, life insurance, savings plan, worker's compensation, etc.). Contractor acknowledges that he is responsible for any employment related taxes that he may be required to pay.

**9. Conflict of Interest:**

During the term of this MOA, Contractor will not enter into any activity, employment, or business arrangements which conflicts with AVCP interests or Contractor's obligations under this MOA. Contractor will advise AVCP of its position with respect to any activity, employment, or business arrangement contemplated by Contractor, which might conflict with AVCP interests or give the appearance of conflicting with AVCP interest.

**10. Confidentiality:**

Contractor will treat as proprietary any information belonging to AVCP that was disclosed to Contractor during the term of this MOA and will not disclose that information to third parties without express written permission from AVCP.

**11. Debarment:**

Contractor, including any of its subcontractors or key employees, certifies that it has not been debarred or suspended by any Tribal, Federal, State, or other governmental body.

**12. Corrupt Practices – Foreign or Domestic:**

Contractor agrees that (a) all payments under this MOA are compensation for services performed and (b) payments may not be used to influence any act of any official to use his influence with a government to assist AVCP in any manner.

**13. Lobbying:**

During the term of this MOA, Contractor agrees not to engage in any lobbying activity on behalf of AVCP.

**14. Insurance and Bonding:**

Contractor warrants that it is properly and adequately licensed, permitted, insured, and bonded to the minimums provided by law to be engaged in the business described in this MOA. Types of insurance required to be carried by Contractor include, but are not limited to, worker's compensation insurance, commercial general liability insurance, and motor vehicle liability insurance. Contractor agrees to pay any and all expenses relative to obtaining any required items described in this paragraph, including any fines and penalties incurred by AVCP or Contractor relative to such items. Contractor agrees to provide certificates of insurance or other proof of any of the required items described in this paragraph to AVCP prior to commencing work under this MOA.

**15. Indemnification:**

Contractor agrees to assume all responsibility and will protect, defend, indemnify, and save harmless AVCP and its affiliates, officers, directors, employees, and agents from any and all liabilities, obligations, claims, damages, penalties, injuries, death, and causes of action resulting from work being performed under this MOA and from any damages to property or equipment owned by Contractor that is used in conjunction with its activities. Contractor shall also reimburse AVCP for any and all losses, defense costs, damages, debts, liabilities, obligations, judgments, orders, awards, writs, injunctions, decrees, fines, penalties, taxes, costs or expenses (including but not limited to any legal and accounting fees and expenses) associated with this MOA. Nothing herein shall be construed to relieve Contractor from liability arising as a result of its own negligence or willful misconduct.

**16. Termination:**

Either party may terminate this MOA upon three (3) days written notice mailed to the address of the other party. If this MOA is terminated by either party, AVCP shall only be liable for fees earned and reimbursable expenses incurred as a result of work actually performed and the results of such work delivered to AVCP prior to the effective date of the termination.

**17. Drug-Free Workplace:**

Contractor agrees not to possess or consume any alcoholic beverages at any time or at any place while performing work under this MOA. Contractor agrees not to possess or consume any unauthorized drug or controlled substance unless prescribed by a physician while performing work under this MOA.

**18. Notice:**

Any notices required or permitted by this MOA must be in writing and will be considered delivered when personally delivered to the party to whom it is addressed, or in lieu of such personal delivery, when deposited in the United States mail, first-class certified return-receipt requested, postage prepaid, addressed to AVCP or Contractor at the address set forth in this MOA.

**19. Severability:**

If any part of this MOA is found to be invalid or unenforceable by a court, the remaining parts of this MOA will remain in effect, enforceable and valid.

**20. Waiver:**

The failure of either party to enforce any provisions of this MOA shall not limit that party's right to subsequently require compliance with this MOA.

**21. Entire Agreement:**

This instrument is the entire MOA between AVCP and Contractor. Oral Changes will have no effect. It may be altered only by a written amendment to this MOA signed by both parties.

**22. Disputes:**

The parties involved agree that any dispute between AVCP and the Contractor over the content, interpretation or implementation of this MOA will be brought forth to a decision by an arbitration panel composed of three members of AVCP Tribe's, one of whom shall be chosen by AVCP, one chosen by the Contractor, and one mutually agreed upon by AVCP and the Contractor. The decision of the arbitration board shall be binding on AVCP and the Contractor. The arbitration board shall apply all applicable Tribal, state, and federal laws, but in the case of a conflict of laws, applicable Tribal laws shall apply.

**FOR AVCP**

**FOR CONTRACTOR**

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Signature

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Signature

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Printed Name

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Printed Name

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