

LICENSE AND FEE AGREEMENT FOR  
USE OF REAL PROPERTY

C-22-10-060-3-00

THIS LICENSE AGREEMENT (the "License") is entered into this 14<sup>th</sup> day of May, 2010 by and between the Maricopa County, a political subdivision of the State of Arizona, hereinafter referred to as "Licensor" and Child and Family Resources, hereinafter referred to as "Licensee" or "Contractor". Licensor and Licensee shall collectively be referred to as the "Parties".

RECITALS

WHEREAS, Licensor operates the Maricopa County Workforce Connections One Stop Career Center located at 1840 N. 95th Ave #160 Phoenix, AZ 85037, also known as the West Valley One Stop Career Center ("Facility"); and

WHEREAS, Licensee has requested access to, and use of, an area consisting of approximately sixty-four square feet (a cubicle) within the West Valley One Stop Career Center, known as the "Premises" on a basis of 8 hours per week for outreach and case management services to Licensee's clients; and

WHEREAS, Licensee shall have access to copy and fax machines, phone and access to meeting rooms, with pre-scheduled arrangements; and

WHEREAS, the Parties desire to enter into the License authorizing Licensee to enter into the Facility and use the Premises as further described herein.

NOW, THEREFORE, in consideration of the following mutual covenants, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

LICENSE AGREEMENT

1. The Recitals, by this reference, are hereby incorporated into this License.
2. Licensor hereby grants to Licensee a revocable license to enter the Facility and use the Premises for the purpose previously stated during normal business hours. Said License may be canceled by Licensor or Licensee without liability of any kind to the other party upon giving 30 days written notice of revocation or as otherwise agreed to by the Parties in writing.
3. The term of this License shall begin upon approval and signature of both parties and shall expire June 30, 2011. Licensee may have the option to renew the term of this License two (2) times for a period of one (1) year each, "Renewal Term" provided, however, that Licensee is in full compliance with all terms, covenants and conditions of this License. Licensee may exercise this Renewal Term by giving written notice to Licensor at least sixty (60) days prior to the expiration of the License. The granting of the Renewal Term shall be at the sole discretion of Licensor and upon mutual agreement by the parties in writing. Any renewal of this License shall be on the same terms, covenants and conditions contained in this License. Notwithstanding any other section of this License, Licensor and/or Licensee may terminate this License for any reason and without any

liability to the other party with thirty (30) days written notice or as otherwise agreed to by the parties in writing.

4. Upon the execution of the License, Licensee shall pay Licensor the first monthly installment of \$34.36 for co-location cost sharing in the Premises. Licensee shall be invoiced \$34.36 on a monthly basis. Licensee shall prepare and issue a check within twenty (20) days of receipt of invoice. Licensor shall review costs on a yearly basis and may adjust and/or revise monthly installments, if deemed necessary.
5. Licensee shall indemnify and hold harmless Licensor, its officers, agents, employees, successors in interest and assigns, from any and all claims, liability, judgments, damages, expenses, costs including reasonable attorney fees incurred by Licensor, arising from Licensee's access to the Facility and use of the Premises or as a result of any negligent, grossly negligent or intentional act or omission by Licensee, its officers, members, agents, employees, successors, assigns or invitees.
6. Licensee shall maintain adequate professional liability insurance with a company licensed to conduct business in the State of Arizona to cover the acts of its employees in an amount not less than \$1,000,000 per occurrence and agrees to provide Licensor with a certificate of insurance, naming Licensor as additional insured on Licensee's general liability policy.
7. Licensee shall maintain all applicable permits and licenses for its business operations.
8. Licensee shall not discriminate against any person because of race, color, religion, sex, national origin, ancestry, physical or mental disability, medical condition, marital status or sexual orientation.
9. This License shall be construed as a mere license by Licensor to Licensee to provide case management services to clients in the Premises. This License shall not be construed as a lease, sublease or rental agreement. It is understood and agreed that Licensee has no interest whatsoever in the Premises or the License Area upon which the service is performed and that Licensor may move Licensee from the Premises to another location within the Facility at the discretion of Licensor.
10. This License shall be automatically revoked in the event of, or at such time that the Licensee fails to comply with the express terms of this License agreement, unless said failure is cured within ten (10) days of delivery of a written notice to cure. Licensor acknowledges that the License is subject to A.R.S. §38-511 and may be cancelled pursuant hereto.
11. Licensee agrees that this License is subject to the Fee Schedule in Exhibit "A" attached hereto and by this reference incorporated into this License.
12. All notices to Licensor shall be in writing and sent by certified mail to:  
Maricopa County Human Services Department  
Workforce Development Division  
Attention: Patrick Burkhart, Assistant Director  
234 N. Central, Suite 3000  
Phoenix, AZ 85004  
602-506-4146

BURKHARTP@mail.maricopa.gov

13. All Notices to LICENSEE shall be in writing and sent by certified mail to:  
Child and Family Resources  
Attention: Conrad Lindo, Program Manager  
700 West Campbell, Suite 3  
Phoenix, AZ 85013  
602-234-3941 ext. 22  
Email address: clindo@cfrac.org
14. This License is personal to Licensee, and Licensee may not assign this License or any right thereunder nor give any security interest therein or in any rights thereunder nor may this License be assigned by operation of law. Any assignment of this License or rights thereunder by Licensee or by operation of law or the giving of any security interest therein shall at Licensor's option constitute a breach of this License and this License shall be void.
15. Licensee warrants that it is in compliance with A.R.S. §41-4401 and further acknowledges:
  - a) That the Licensee and its subcontractors, if any, warrant their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214, subsection A;
  - b) That a breach of a warranty under subsection a) above, shall be deemed a material breach of the License that is subject to penalties up to and including termination of the License;
  - c) That Licensor retains the legal right to inspect the papers of any Licensee or subcontractor employee who works on the License to ensure that the Licensee or subcontractor is complying with the warranty provided under subsection a) above and that the Licensee agrees to make all papers and employment records of said employee(s) available during normal working hours in order to facilitate such an inspection;
  - d) That nothing herein shall make any Licensee or subcontractor an agent or employee of the Licensor government entity.
16. Licensee warrants that it is in compliance with Federal Immigration and Nationality Act and further acknowledges:
  - a) That the Licensee understands and acknowledges the applicability of the Immigration Reform and Control Act of 1986 (IRCA). The Licensee agrees to comply with the IRCA in performing under this License and to permit Licensor inspection of personnel records to verify such compliance.
  - b) By entering into this License, Licensee warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. Licensee shall obtain statements from their subcontractors certifying compliance and shall furnish the statements upon request by the Licensor. These warranties shall remain in effect through the term of the License. Licensee and their subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department

of Labor's Immigration and Control Act for all employees performing work under the License. I-9 forms are available for download at USCIS.GOV.

- c) Licensor may request verification of compliance for any Licensee or subcontractor performing work under the License. Should the Licensor suspect or find that the Licensee or any of its subcontractors are not in compliance, the Licensor may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the License for default, and suspension and/or debarment of the Licensee. All costs necessary to verify compliance are the responsibility of the Licensee.
17. Licensee warrants that it is in compliance with A.R.S. §§35-391.06 and 35-393.06 (Business Relations with Sudan and Iran):
- a) By entering into this License, Licensee certifies it does not have scrutinized business operations in Sudan or Iran. Licensee shall obtain statements from its subcontractors, involved with this License, certifying compliance and shall furnish the statements to Licensor upon request. These warranties shall remain in effect through the term of the License.
  - b) Licensor may request verification of compliance from Licensee or its subcontractors performing work under this License. Should the Licensor suspect or find that Licensee or any of its subcontractors are not in compliance, the Licensor may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the License for default, and suspension and/or debarment of Licensee. All costs necessary to verify compliance are the responsibility of Licensee.
18. Licensee certifies to the best of its knowledge and belief, that it and its directors, officers and agents:
- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - b) Have not within a three-year period been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph b; and
  - d) Have not within a three-year period had one or more public transactions (Federal, State, or local) terminated for cause or default.
  - e) Shall immediately notify the Department if, at any time during the term of this Agreement, it is debarred, suspended, declared ineligible, or voluntarily excluded from participation. The Department may pursue available remedies in the event of such occurrence, including immediate termination of this Agreement.

- f) Shall not enter into a subcontract or sub-recipient agreement with a person or organization that is debarred, suspended, declared ineligible, or voluntarily excluded from participation. The Department may pursue available remedies in the event of such occurrence, including immediate termination of this Agreement.
- 19. This License shall be binding upon and inure to the benefit of the respective parties, their successors, personal representatives and assigns, and shall be governed by and constructed under the laws of the State of Arizona.
- 20. This License together with any supplemental exhibits constitutes the entire agreement between the Parties.

IN WITNESS WHEREOF, the parties have hereunder set their signatures on the day and year first written above.

LICENSOR:  
MARICOPA COUNTY

LICENSEE:  
CHILD AND FAMILY RESOURCES

BY   
Chairman of the Board

BY   
Director

Date: MAY 14 2010

Date: 3/23/10

Attested to:  
  
Clerk of the Board 042810

APPROVED AS TO FORM:

  
Legal Counsel for Maricopa County

Date: May 12 2010

**EXHIBIT "A"**

**FEE SCHEDULE**

1. Licensee agrees to reimburse Licensor for use of sixty-four square feet (a cubicle) in the Maricopa County Workforce Connections One Stop Career Center 1840 N. 95th Ave #160 Phoenix, AZ 85037 at a rate of \$34.36 per month, as stated in the License Agreement.
2. Licensor shall review costs on a yearly basis and may adjust and/or revise monthly installments, as deemed necessary. Any adjustment shall be made by mutual, written agreement of both Parties.
3. Monthly installment payments are to be sent to:

Maricopa County Human Services Department  
Workforce Development Division  
Senior Grants Accountant  
234 North Central Avenue, Suite 3000  
Phoenix, Arizona 85004

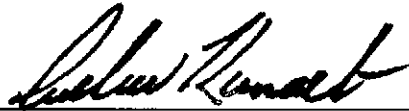
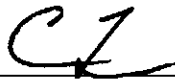
AMENDMENT TO  
LICENSE AND FEE AGREEMENT FOR  
USE OF REAL PROPERTY  
BETWEEN  
MARICOPA COUNTY  
BY AND THROUGH THE  
HUMAN SERVICES DEPARTMENT  
AND  
CHILD AND FAMILY RESOURCES

- I. The purpose of Amendment #1 is to address the following:
  - A. Exercise the option to renew the term of the License for a period of one (1) year as listed in Paragraph 3 of the Agreement. The Agreement shall expire June 30, 2012.
  - B. Remove Exhibit "A" Fee Schedule
  - C. Include Exhibits to the Agreement:
    - 1. Exhibit 1 Memorandum of Understanding & Resource Sharing Agreement provides the guidelines for all partner agencies that are co-located in the One Stop Career Centers.
    - 2. Exhibit 2 West Valley One Stop Career Center Operating Costs.
    - 3. Exhibit 3 Fee Schedule.
- II. The foregoing paragraphs contain all the changes made by this Amendment. All other terms and conditions of the original Agreement remain the same and in full force and effect.

IN WITNESS WHEREOF, the parties hereto sign their names in agreement:

FOR AND ON BEHALF OF CHILD AND FAMILY RESOURCES

FOR AND ON BEHALF OF MARICOPA COUNTY



Conrad Lindo, Program Manager

Andrew Kunasek, Chairman, Board of Supervisors

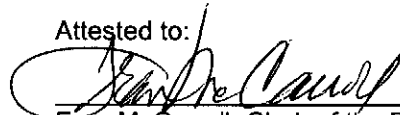
June 9, 2011

JUN 28 2011

Date

Date

Attested to:



Fran McCarroll, Clerk of the Board 062011

In accordance with A.R.S. § 11-201, this Amendment has been reviewed by the undersigned Attorney who has determined that it is proper in form and within the power and authority granted under the laws of the State of Arizona.

APPROVED AS TO FORM:

BY:   
David H. Benton Deputy County Attorney

Date: June 23 2011

**Memorandum of Understanding &  
Resources Sharing Agreement  
Maricopa Workforce Connections  
Workforce Investment Act  
One Stop Partner**

**I. Introduction**

Maricopa County - Maricopa Workforce Connections (MWC), exclusive of the City of Phoenix, is a designated Local Workforce Investment Area (LWIA), under the federal Workforce Investment Act (WIA) of 1998. As a LWIA, MWC is responsible for implementation of the provisions of Section 1219(c) (2) of Title I of the Workforce Investment Act of 1998. MWC operates two comprehensive One Stop Career Centers and is responsible for the design of a system that promotes collaborative employment & training strategies reflecting the particular needs of the area's local and regional economies. The system is built upon a framework of service delivery through comprehensive and affiliate One-Stop Career Centers and a collaborative network of Partner Organizations. As mandated in WIA and Department of Labor implementing regulations at 20 CFR 662.300, One Stop Operators must develop agreements with partner agencies that are co-located in the One Stop Career Centers. These agreements are referred to as Memorandum of Understanding and Resource Sharing Agreements, these agreements address service delivery and cost sharing of the operation of the One Stop Career Centers.

MWC One-Stop Delivery System serves employers, job seekers and those seeking career advancement in Maricopa County.

MWC provides the listed services below to employers within the service area:

- Recruitment, orientation and referral of qualified job seekers to job vacancies
- Job service and employment information
- Labor market information
- Information regarding the Arizona Job Training Program
- Connection to economic development resources
- Rapid response and plant closure assistance
- Resource referral

WIA has identified organizations in the following areas that provide services/activities that contribute to a comprehensive One Stop Career Center:

- Adult education and literacy
- Rehabilitation Services
- Social Security
- Older Americans
- Postsecondary Vocational Education
- Trade Act
- Employment & training
- State Unemployment Insurance
- Youth Services
- Veterans Services
- Community based organizations that provide human services.

To ensure these services are of the highest quality and meet the expressed needs of Workforce customers, the MWC Board has established the following mission, goals and responsibilities for Workforce Development services:

- **Universal Access:** All customers, including those with special needs and barriers to employment, will have access to a core set of services at each access point in the One-Stop Career Center System, designed to provide information to make career and labor market decisions. Core and intensive services will be made available at multiple locations. Training and support services will be accessed through initiating transactions at these access points.
- **Integrated Services:** Delivery of services will be enhanced through the integration of planning processes, the coordination of activities and services, and the sharing of information and participant data.
- **Individual Choice:** Customers will have choices in the mechanisms through which to access services and in the services themselves, based on their individual needs and preferences. Customers will have access to a multitude of career, skill, employment and training information to obtain the services and skills they need to enhance their employment opportunities.
- **Program Quality/Accountability:** Design and management of the centers and delivery of services will be responsive to the needs of customers, and customer satisfaction will be a key measure of accountability. The partners agree to support each other in their respective provision of services and to facilitate joint provision of services consistent with the needs of their respective customers, the program goals of the partner organizations, and laws and regulations governing the programs they operate.

## II. Purpose of the Agreement

This Agreement establishes the terms and conditions in which Partner organization within the MWC One-Stop System, in their efforts is to establish a cooperative working relationship between the all partners define roles and responsibilities of all interested parties with respect to implementation of a Comprehensive One-Stop System. This Agreement provides the framework for the delivery of comprehensive workforce development services to job seekers and employers of the region. Further, the agreement establishes Partner roles and responsibilities for implementation of the provisions of Section 1219(c)(2) of Title I of the Workforce Investment Act of 1998.

The establishment of a system of one-stop career centers and access points is designed to accomplish the following:

- To facilitate the coordination of resources so as to eliminate unwarranted duplication of services, reduce administrative costs, and enhance participation and performance of customers served through the system.
- To establish guidelines for creating and maintaining a cooperative working relationship, to facilitate joint planning and evaluation of services, and to develop more efficient management of limited financial and human resources.

## III. Geographic Area Covered by the Agreement

Direct Services: Maricopa County exclusive of the City of Phoenix  
Collaborative Services: City of Phoenix

## IV. One-Stop Center Locations

Comprehensive One Stop Locations

Gilbert (East Valley)  
735 N. Gilbert Road  
Gilbert, Arizona 85234

West Valley Career Center  
1840 N. 95<sup>th</sup> Ave, Suite 160  
Phoenix, Arizona 85307

Limited Services Locations

Mesa Job Service  
163 N. Dobson Road  
Mesa, Arizona 85201

Vista del Camino Scottsdale Community Center  
7700 E. Roosevelt  
Scottsdale, Arizona 85257

**V. Cost Sharing**

This Agreement establishes the terms for cost sharing for the operation of the One Stop System. Partners shall contribute proportionately to the operational costs of the system (20 CFR §662.270). The Identification of Shared Costs spreadsheet-Exhibit 2 provides budget information for the operation of the One Stop System.

**A. Identification of Operating Budget for One-Stop Delivery System**

MWC has developed a cost allocation method for shared costs. The costs consist of direct costs that are incurred by partners in the provision of customer services through the One-Stop system.

**Direct Costs include:**

- Use of Office Space
- Utilities
- Janitorial/maintenance
- Supplies
- Security
- Communications
- Repairs
- Personnel
- Applicable Taxes

**B. Cost Allocation and Resource Sharing Methodology**

The shared costs as displayed in the budget document have been combined into a cost pool for the purposes of cost allocation. This cost pool and the method used for allocation of pooled costs to the Partner organization is described below. The application of the methodologies to pooled costs is explained displayed in Exhibit 2 to this Agreement. The total proportionate share attributable to the partners is reflected in Exhibit 2.

Direct Cost Pool – The individual cost of items for the operation of the facilities housing the Maricopa Workforce Connections One-Stop Career Centers. These costs are allocated on the basis of square footage occupied partner organization, co-located at the One Stop Career Centers and a proportionate amount of Common space. Cost allocations are adjusted yearly for changes in the

One Stop Centers partner participation. Projected costs are estimated and Partner shall pay its fair share.

MWC has some latitude for discretion in determining how to share costs, as long as the basis used for cost sharing is compatible with the governing provisions of WIA, other partners' legislation, and the applicable OMB Circulars.

Partners shall comply with the Federal Cost Principles set forth in the applicable Office of Management and Budget (OMB) Circulars. The following lists the circulars and corresponding entities:

- OMB Circular A-21 – Cost Principles for Educational Institutions.
- OMB Circular A-87 – Cost Principles for State, Local and Indian Tribal Govts.
- OMB Circular A-122 – Cost Principles for Nonprofit Organizations.

The cost allocation process that is adopted is fully documented. The structure and capabilities of the partners' accounting systems will be considered in designing an operable cost allocation process. Partners shall contribute a fair share of the operating costs based on the use of the one-stop delivery system by individuals attributable to the partner's program. MWC Advisory Board supports the fairness of the negotiated amounts through the use of cost allocation methods or bases.

Partners shall provide the resources necessary to fund their proportionate share of the shared costs. Partners that are co-located in the Career Centers must make monthly payments to Maricopa County representing their fair share based on square footage used. Exhibit 3 lists the costs that partners will pay for co-location costs.

All partners shall provide resources as required to fulfill their proportionate share of common costs. Costs are anticipated to remain the same throughout the year, and will be evaluated on a yearly basis. Changes in costs will be adjusted through an amendment.

1. If Partner Agency fails to receive funding, or appropriations, limitations, or other expenditure authority at levels sufficient to pay monthly costs for co-location Partner Agency has committed to provide, then Partner Agency shall withdraw from this Agreement and vacate the premises.
2. Should other Partner Agencies agree to enter into agreements for co-location in the One Stop Career Centers and the direct costs distributed among the partners is reduced an amendment will be developed to reduce the cost under this Agreement.
3. The partners agree that each will bear a proportionate share of the audit responsibilities based on their respective dollars contributed.

**VI. Supportive Services**

Each Partner Agency shall coordinate supportive services for customers and their families within the boundaries of their respective capacities.

**VII. Customer Satisfaction**

Partners shall establish an accountability system to measure the success of the One-Stop system that ensures employers and workforce development participants are highly satisfied with workforce development services that are provided.

Partner Agency shall provide MWC with client contact information for the purpose of conducting customer satisfaction surveys. MWC customer satisfaction surveys will be conducted semi-annually and the results will be shared and posted within the One-Stop Centers.

#### **VIII. Continuous Improvement**

Partner Agency shall participate and designate a representative to attend the MWC Standing Partners Committee. The designee will attend Standing Partners Committee meetings in an effort to improve services. Partner Agency shall actively participate in any staff meetings conducted for the purpose of operation of the One Stop System or specific One Stop Career Centers.

#### **IX. Performance Accountability**

Partner Agency shall provide information on an annual basis about performance goals and the attainment of those goals. Data will be accumulated by MWC and presented to the MWC Board during its regularly scheduled meetings for the annual system effectiveness report.

Partner Agency shall participate in the development of strategic plans for process improvement and performance goals for the Comprehensive One-Stop System. The shared data will be the primary source for performance of the Comprehensive One Stop System. Partner Agency is held accountable for performance of their agencies' scope of work.

Partner Agency in the One-Stop system shall:

- Submit quarterly activity reports to the Center Coordinators to be presented to the MWC Board
- Work toward the development of common performance goals and measures that will be in alignment with the stated goals of the MWC Comprehensive One Stop system

#### **X. Data Access/Data Sharing**

Records of common clients who receive services funded through Wagner-Peyser, Title 1B or other USDOL-funded employment programs, who also receive services from a Partner program, will be maintained in a workforce case management and reporting system provided by the Department of Economic Security.

Partners who wish to obtain access to workforce case management and reporting system may do so under the terms and conditions of this Agreement if the following conditions are met:

1. The Partner Agency is responsible for all costs associated with data access (e.g. hardware and software, phone lines, monthly connection charges, fees for usage).
2. The Partner Agency agrees to adhere to state and local policies governing confidentiality, data usage, and standards for data entry.

Each Partner staff member who requires access will follow the security access procedures established by the Department of Economic Security and sign the appropriate data access forms prior to receiving access.

#### **XI. Disabilities Services**

Pursuant to 29 CFR Part 37.7 through 37.10, Partner Agency shall assure that the following is provided, to the extent possible, in the One-Stop delivery system.

- a. One-Stop center facilities that are programmatically and architecturally accessible;
- b. Program access for individuals with disabilities
- c. Reasonable accommodations for individuals with disabilities

**XII. Referral Process/Methods Between Organizations**

Partner Agency shall provide value-added referrals to customers for additional services with other partner agencies co-located in the MWC One Stop Career Centers, when customers are deemed in need of additional services.

**A. Referral Point of Contact**

Partner Agency shall provide a referral point of contact including name, title, and associated phone number, e-mail address for the referral point. Partner Agency shall provide contact information within two weeks of receiving the fully executed agreement. Contractor shall keep this information current and provide updates as necessary. The individual making the referral appointments shall conduct follow-up with the customer within three working days of the scheduled appointment date to ensure continuity of service.

**B. Co-enrollment**

Customers may be co-enrolled in multiple partner programs within the One Stop system, whenever appropriate and as eligibility and other program regulations allow. Partner Agency shall ensure customers are provided comprehensive services. The objective of co-enrollment is to broaden the service options for customers and to respond to unmet training, supportive service, and placement support needs. Furthermore, co-enrollment allows the Partner Agency to share credit for performance outcomes.

Partner Agency shall:

- Review and revise enrollment procedures to facilitate co-enrollment whenever possible and appropriate.
- Cross-train partner staff in enrollment procedures and requirements to facilitate co-enrollment as needed.
- Obtain consent from customer to share information with other partner agencies co-located in the MWC One Stop system.
- Share customer information (including eligibility and assessment information and employability/service plans) to minimize customers' need to have to provide similar or identical information to more than one partner within the Comprehensive One Stop System.

**C. Appointment Scheduling**

Partner Agency shall coordinate appointment scheduling activities to facilitate customer flow and service among the partners.

**D. Capacity Building**

Partner Agency shall establish a high level of professional standards related to One-Stop staff competencies and protocols, as well as a professional environment for customers of the affiliate agencies. In order for the "universal" customer to receive seamless services in a true One-Stop environment it is imperative that all partners in the system understand each partner organization, their services and their goals. Partner Agency shall provide training to the other partners in the One Stop system. Partner Agency shall attend training provided by other organizations within the One Stop system.

It is understood all Partner organizations participating in the Comprehensive One Stop system need to achieve specific program goals and that by supporting each other through training and team work, the One Stop System will result in increased goal achievement by all of the partners.

As with all aspects of joint planning, capacity building efforts shall be examined in the context of adaptability to needed change, customer service and continuous improvement. Partner Agency shall work continuously to ensure collaboration with State and regional efforts to provide service delivery in response to identified capacity building needs.

#### **E. Marketing and Outreach**

Partner Agency shall contribute to marketing strategies by informing job seekers, employed individuals, employers, and the community at large about the services available through the local One-Stop system.

The following resources are or may become available to enhance joint marketing efforts:

- Web site development
- Public education/information
- One Stop brochures/flyers
- Television or radio
- Newspapers

#### **F. Confidentiality**

Partner Agency warrants that it shall comply with the provisions of the Workforce Investment Act and other applicable federal and state laws and regulations including but limited to those relating to confidentiality of customer records. Partner Agency shall share customer information only for the benefit and with the expressed and informed consent of the participant and, if applicable, the customer's parent or guardian, except as otherwise required by law.

#### **G. Dispute Resolution Process**

This section applies to any disputes that may arise in the delivery of services in the Maricopa Workforce Connections Comprehensive One Stop Career Centers. Except as may otherwise be provided for in this Agreement, any dispute arising between Partner Agencies co-located in the One Stop Career Centers shall be addressed by MWC One Stop Career Centers Administrator.

One Stop partners will function by consensus. In instances where consensus cannot be reached at the lowest level and the functioning of the One Stop system is impaired, those one-stop partners who are parties to the dispute shall submit to the following dispute resolution (complaint) procedures:

- If the partners are unable to resolve a dispute to the satisfaction of the members who are parties to the dispute, the complaint shall be submitted in writing to MWC Assistant Director within 15 days of the initial dispute.
- MWC Assistant Director will evaluate the merits of the dispute and may attempt to resolve the dispute through mediation.
- If the MWC Assistant Director is unable to resolve the dispute, issue shall be referred to the MWC Board Executive Committee. The Committee shall evaluate the merits of the dispute and may attempt to resolve the dispute through mediation. However, in all cases, the Executive Committee shall prepare a response to the complaint within 30 days.
- The decision of the Executive Committee shall be final and binding on all parties to the dispute.

**XIII. Assurances and Certifications**

Partner Agency accepts the assurances and certifications identified in this section. By signing this Agreement, Partner Agency agrees to the provisions contained in each of the documents identified below and incorporated by reference into this agreement.

1. Assurances - Non-Construction Programs
2. Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Transaction
3. Certifications Regarding Lobbying, Debarment, Suspension, Drug-Free Workplace
4. Certification of Release of Information
5. Nondiscrimination of Equal Opportunity Requirements of WIA

Specifically during the performance of this Agreement, Partner Agency shall not discriminate against any person because of race, color, religion, sex, national origin, ancestry, physical or mental disability, medical condition, marital status or sexual orientation. Partner Agency shall abide by the provisions of Executive Order 11246 on nondiscrimination and, accordingly, will take affirmative action to ensure that applicants are employed without regard to their race, color, religion, sex, disability or national origin.

Nothing herein shall be construed as obligating Partner Agency to expend funds or be construed as involving Partner Agency in any contract or other obligation for the future payment of money in excess of appropriations authorized by law and administratively allocated for these purposes. This Agreement in no way restricts any of the parties from participating in similar activities or arrangements with other public or private agencies, organizations, or individuals.

**Facility 1 West Valley One Stop Career Center**  
**Operating Costs Annualized 2011-2012**

Program Costs	Yearly Costs	Monthly Costs
Salaries	0.00	0.0
Supplies	19,510.00	1,625.83
Security	47,171.00	3,930.92
Temp Help		
Lease	821,429.00	68,452.42
Repairs	13,889.00	1,157.42
Janitorial	36,469.00	3,039.08
Utilities	72,658.00	6,054.83
Print/Advert		
<b>Total</b>	<b>1,011,126.00</b>	<b>84,260.50</b>

Proportional Cost Allocated by Sq Ft

	Facility Sq Ft.	32,700	Annualized Costs
	Share	Sq Ft	2009-2010
WDD	15%	4,985	154,142.60
Partners	8%	2,756	85,219.06
Common	76%	24,959	771,764.34
		<b>Total</b>	<b>1,011,126.00</b>

Directly Occupied Space 5,038 Sq Ft.

Partner	Sq Ft	Annualized Costs
WDD	4,985	154,142.60
Partners	2756	85,219.06
	<b>Total</b>	<b>239,361.66</b>

Proportional Share Common 27,662 Sq Ft.

Partner	Percentage	Annualized Costs
WDD	59%	453,363.80
Partners	41%	318,400.54
	<b>Total</b>	<b>771,764.34</b>

Total Space Cost Sharing

WDD	607,506.40
Partners	403,619.60
	<b>Total 1,011,126.00</b>

**FEE SCHEDULE**

1. Contractor agrees to pay Licensor a monthly amount of \$34.36 for co-location costs associated with the operation of the Maricopa County Workforce Connections One Stop Career Center as stated in the License Agreement.

West Valley One Stop Career Center  
1840 N. 95th Ave #160  
Phoenix, AZ 85037

2. County shall review costs on a yearly basis and may adjust and/or revise monthly installments, as deemed necessary. Any adjustment shall be made by mutual, written agreement of both Parties.
3. Monthly installment payments are to be sent to:

Maricopa County Human Services Department  
Workforce Development Division  
Senior Grants Accountant  
234 North Central Avenue, Suite 3000  
Phoenix, Arizona 85004

