

LICENSE AND FEE AGREEMENT
FOR
USE OF REAL PROPERTY
BY MAXIMUS
License No. (P-50178)

THIS LICENSE AGREEMENT (the "License") is entered into on this _____ day of _____, 2011 by and between Maricopa County, a political subdivision of the State of Arizona, hereinafter referred to as "Licensor" and MAXIMUS Human Services, Inc, hereinafter referred to as "Licensee" or "Agency." Licensor and Licensee shall collectively be referred to as the "Parties".

RECITALS

WHEREAS, Licensor operates the Maricopa County Workforce Connections One Stop Career Centers: West Valley One Stop Career Center ("Facility 1") located at 1840 N. 95th Ave #160 Phoenix, AZ 85037 and East Valley One Stop Career Center ("Facility 2") located at 735 North Gilbert Road, Suite 134, Gilbert, Arizona 85234 ("Facility 1" and "Facility 2" shall collectively be referred to herein as the "Facility" or the "Facilities"); and

WHEREAS, Licensee is requesting access to the Facilities and use of the Premises. Licensee shall utilize the Premises to provide case management services to Licensee's clients. The Premises consist of staff directly occupied space, and work areas, break rooms, restrooms, meeting rooms with pre-scheduled arrangements and other common areas. Licensee shall utilize the copy and fax machines, phones; and

WHEREAS, Licensee's space assignment shall consist of: Facility 1 Directly occupied space is 492 square feet, consisting of - six (6) cubicles and one (1) office and Common space is 1498 sq. ft.; and

WHEREAS, Licensee's space assignment shall consist of: Facility 2 Directly occupied space is 395 square feet, consisting of - five (5) cubicles and one (1) office and Common space is 1357 sq. ft.; and

WHEREAS, Licensee shall pay **\$1,005.53** monthly for costs associated with the Operation of the One Stop Career Centers as further described herein; and

WHEREAS, Licensee shall provide \$2151.30 per month In-Kind contribution. This contribution shall consist of staff assigned to the Resource area and provide assistance to Center participants. Licensee shall provide monthly documentation of In-Kind contribution; 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.

WHEREAS, Licensee shall abide by the recitals and the Exhibits attached to this License Agreement.

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

LICENSE AGREEMENT

1. Recitals. The Recitals, by this reference, are hereby incorporated into this License.

2. License. Licensor hereby grants to Licensee a revocable license to enter the Facilities and use the Premises for the purpose previously stated during normal business hours. Said License may be terminated 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. Term. The term of this License shall begin on July 1, 2011 and shall expire June 30, 2013. 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 unless the parties otherwise agree in writing.
4. Non-Availability of Funds. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated at the end of the period for which funds are available. No liability shall accrue to Licensee in the event this provision is exercised. Licensee shall not be obligated, or liable for any future payments of, for any damages as a result of termination under this paragraph.
5. Licensee Responsibilities. Licensee is responsible for keeping areas utilized by its agents, employees, clients within the Premises neat, clean, free of clutter and of a professional appearance. Licensee shall ensure that all trash and recycling is placed in the proper receptacle(s). Licensee shall ensure that all clients/participants adhere to these rules. Licensee shall leave the Premises in as good condition as when received. Licensee is responsible for repairing or replacing damages to the Premises and Facilities caused by Licensee, its officials, agents, employees, officers, vendors or invitees. Repairs or replacement is to be accomplished within sixty (60) days after Licensee receives notice from Licensor. If Licensee fails to make repairs or to replace damaged property, Licensor may, at its option, make such repair or replace damaged property and Licensee shall, upon demand by Licensor, reimburse Licensor for Licensor's reasonable costs and expenses connected therewith. Immediately upon the completion or termination of this License, Licensee shall remove its personal property from the Premises unless previous arrangements have been made with Licensor. Licensee hereby acknowledges that Licensor shall not be responsible for Licensee's personal property that remains on the Premises after the completion or termination of this License and that Licensor may dispose of said personal property at its discretion. Licensee shall provide the Services by using persons having all requisite skill, experience and training. All Licensee providers shall, at all times, be members in good standing with all required licensing bodies. They shall possess full, complete and current professional credentials as may be lawfully required to perform the Services. Licensee shall not access the Premises or the Facilities outside of normal business hours unless otherwise agreed to in writing with Licensee. Licensee shall comply with any and all federal, state and local laws, statutes, ordinances, codes and/or regulations that apply to the operation of its business and its use of the Premises and Facilities.
6. Licensor Responsibilities. Licensor is responsible for ensuring interior janitorial services, exterior ground maintenance are performed and that the heating and air conditioning equipment and the plumbing and electrical systems are maintained and in good working order. Licensor shall provide heating, ventilation, air conditioning (HVAC), electricity, water for reasonable and normal drinking and lavatory use. Licensor has the right to determine what equipment or personal property may be brought onto the Premises. All or any equipment or

personal property of Licensee shall be removed with at least thirty (30) business days' notice from the Premises at the direction of Licensor. Licensor is not responsible for any property of Licensee or of any other individual or entity on the Premises or Facilities in connection with this License. Licensor has no liability for the destruction, theft, vandalism, or other loss or damage of any such property.

7. Indemnification. Each party (as "Indemnitor") agree to indemnify, defend, and hold harmless the other party (as "Indemnitee") from and against claims, losses, liability, costs, or expenses (including reasonable attorneys' fees, expert witnesses' fees and other litigation costs) (hereinafter collectively referred to as "Claims") arising out of bodily injury (including death) of any person or property damage, but only to the extent that such claims are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.
8. Insurance. 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. Proof of liability insurance shall be mailed to Maricopa County Human Services Department, Workforce Development Division, 234 N. Central, Suite 3000 Phoenix, AZ 85004 within the first month of implementation of this License Agreement.
9. Limitation of Liability. Both parties agree that the total liability to the other for any and all damages whatsoever arising out of or in any way related to this agreement from any cause, including but not limited to negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not, in the aggregate, exceed the amount payable by the Licensee to the Licensor for the initial license term.

In no event shall either party be liable for special, indirect, incidental, economic, consequential or punitive damages, including but not limited to lost revenue, lost profits, replacement goods, loss of technology rights or services, loss of data, or interruption or loss of use of software or any portion thereof regardless of the legal theory under which such damages are sought even if the party has been advised of the likelihood of such damages, and notwithstanding any failure of essential purpose of any limited remedy.

Any claim by one party against the other relating to this agreement must be made in writing and presented within six (6) months after the date on which consultant completes performance of the services specified in this agreement.

10. Background Checks. Licensee shall ensure that all program staff that has direct contact with clients/participants shall obtain a state and federal criminal records check pursuant to section A.R.S. § 41-1750 and Public Law 92-544. Licensee shall provide confirmation that all program staff that has direct contact with participants have completed the criminal records check. Confirmation shall be provided within 15 days of execution of this Agreement. Information shall be provided to the One Stop Career Center Coordinators.

West Valley Center Coordinator Kevin Berry 602-372-4201
East Valley Center Coordinator Terry Farrell 602-372-9748

11. Fingerprinting. Licensee shall ensure that all program staff that has direct contact with participants shall apply for fingerprint clearance cards. Licensee shall confirm that all program staff that has direct contact with participants have completed the fingerprint

clearance. Licensee shall provide to the One Stop Career Center Coordinators the names of staff that perform work in the facilities.

12. Permits. Licensee shall maintain all applicable permits and licenses for its business operations. Licensee shall further comply with all Federal, state and local laws and ordinances in the operation of its business.

13. Compliance With Applicable Laws. This Agreement shall be governed and interpreted by the laws of the State of Arizona. The materials and services supplied under this Agreement shall comply with all applicable laws, ordinances, Executive Orders, rules, regulations, standards, and codes of the Federal, State, and Local governments whether or not specifically referenced herein, and Licensee shall maintain all applicable licenses and permit requirements. Specifically, the following apply:
 - a) Unless exempt under Federal law, Licensee shall comply with Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, and State Executive Order No. 75-5, as updated in State Executive Order No. 99-4, which mandates that all persons, regardless of race, color, religion, sex, age, national origin, or political affiliation, shall have equal access to employment opportunities. Licensee shall comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment of qualified persons because of physical or mental disability. Licensee shall comply with the requirements of the Fair Labor Standards Act of 1938, as amended.

 - b) Licensee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits the denial of benefits of, or participation in, contract services on the basis of race, color, or national origin. Licensee shall comply with the requirements of Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of disability, in delivering services; and with Title II of the Americans with Disabilities Act, and the Arizona Disability Act, which prohibits discrimination on the basis of physical or mental disabilities in the provision of contract programs, services, and activities.

14. Nondiscrimination & Equal Opportunity Assurance. Licensee shall not discriminate against any person because of race, color, religion, sex, national origin, ancestry, physical or mental disability, medical condition, material status or sexual orientation.

Note: This particular assurance (portions which are duplicated elsewhere in other assurances) is applicable to the extent that the program activities are conducted as part of the One Stop delivery system (See 29 CFR 37.2).

Licensee assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

- a) Section 188 of the Workforce Investment Act of 1998 (WIA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I B financially assisted program or activity;

- b) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin;

- c) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
 - d) The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
 - e) Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.
 - f) Licensee also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. Licensee understands that the United States has the right to seek judicial enforcement of this assurance.
15. Disability Requirements. Licensee agrees that any electronic or information technology offered under this License Agreement shall comply with A.R.S. §§41-2531 and 2532 and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.
16. Lobbying. Lobbying activities are strictly prohibited in the Facilities.
17. Religious Activities. Religious activities are strictly prohibited in the Facilities.
18. Political Activity Prohibited. Political activities are strictly prohibited in the Facilities.
19. Clean Air Act. Licensee shall comply with all regulations, standards and orders issued pursuant to the Clean Air Act of 1970 as Amended (42 USC 1857b, et.seq.) to the extent any are applicable by reason of performance of this Agreement.
20. Drug-Free Workplace Act. Licensee shall comply with the Drug-Free Workplace Act of 1988 (Public Law 100-690).
21. Certification Regarding Environmental Tobacco Smoke. Licensee shall comply with Public Law 103-227, Part C.
22. No Lease. This License shall be construed as a mere license by Licensor to Licensee to provide services to Licensee's 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 Facility upon which the service is performed and that Licensor may move Licensee from the Premises to another location within the Facility at the sole discretion of Licensor.
23. No Assignment. 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.
24. Revocation. This License shall be revoked upon written notice in the event of, or at such time that the Licensee fails to comply with a material term of this License, unless the failure is cured within thirty (30) days of receipt of a written notice to cure. Further, Either party may

- terminate this License at any time for any reason in its sole and absolute discretion with thirty (30) days written notice to the other party. Licensee acknowledges that the License is subject to A.R.S. §38-511 and may be cancelled pursuant hereto.
25. Legal Worker's Act. 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 nothing herein shall make any Licensee or subcontractor an agent or employee of the Licensor government entity.
26. Federal Immigration Law. 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.
27. Sudan and Iran. 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.
28. Debarment Certifications. 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 Maricopa County Human Services Department if, at any time during the term of this Agreement, it is debarred, suspended, declared ineligible, or voluntarily excluded from participation. Licensor 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. Licensor may pursue available remedies in the event of such occurrence, including immediate termination of this Agreement.
29. Binding Agreement. 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.
30. Entire Agreement. This License, together with any supplemental provisions and Exhibits attached hereto, constitutes the entire agreement between the parties and sets forth all of the covenants, promises, agreements, conditions and understandings between Licensor and Licensee, and there are no covenants promises, agreements, conditions or understandings, either oral or written, between Licensor and Licensee other than as set forth herein, and those agreements that are executed contemporaneously herewith. This License shall be construed as a whole and in accordance with its fair meaning and without regard to any presumption or other rule requiring construction against the party drafting this License. This License cannot be modified or changed except by a written instrument executed by Licensor and Licensee. Licensor and Licensee have reviewed this License and have had the opportunity to have it reviewed by legal counsel.
31. Employment Disclaimer. This Agreement is not intended to constitute, create, give rise to, or otherwise recognize a joint venture Agreement, partnership or other formal business association or organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth in this Agreement. Licensee acknowledges that no individual performing work in the Facility, under this Agreement on behalf of Licensee is to be considered a County employee, and that no rights of County civil service, County retirement, or County personnel rules shall accrue to such individual. Licensee shall have total responsibility for all salaries, wages, bonuses, retirement, withholdings, workman's compensation, occupational disease compensation, unemployment compensation, other employee benefits, and all taxes and premiums appurtenant thereto concerning such individuals and shall save and hold the County harmless with respect thereto.
32. No Partnership. Nothing contained in this Lease shall create any partnership, joint venture or other arrangement between Licensor and Licensee. Except and expressly provided herein, no term or provision of this License is intended or shall be for the benefit of any person or entity

not a party hereto, and no such other person or entity shall have any right or cause of action hereunder.

33. Arizona Law. The proper venue for any proceeding at law or in equity or under the provisions for arbitration shall be Maricopa County, Arizona. This License shall be construed in accordance with and be governed by the laws of the State of Arizona.
34. No Waiver. Waiver of any breach of any term, conditions or covenant herein contained shall not be deemed to be a waiver of any subsequent breach of any term, covenant or condition herein.
35. Authorization. Any individual executing this License on behalf of or as representative for a corporation or other person, firm, partnership or entity represents and warrants that he/she is duly authorized to execute and deliver this License on behalf of said corporation, person, firm, partnership or other entity and that this License is binding on said entity in accordance with its terms.
36. Invalidity. If any term, covenant, condition or provision of this License is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
37. References. Sections and other headings contained in this License are for reference purposes only and shall not affect in any way the meaning or interpretation of this License.
38. Counterparts. This License may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Faxed and copied signatures are acceptable as original signatures.
39. In the event Licensor or Licensee resort to legal proceedings to enforce any right under this License or to obtain relief for any default by the other party, the party prevailing in such proceedings shall be entitled to recover from the defaulting party the costs thereof, including reasonable attorneys' fees and costs.
40. Licensor Notices. 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
41. Licensee Notices. All notices to Licensee shall be in writing and sent by certified mail to:
MAXIMUS
Attention: Bonnie Thoi
1140 E. Washington Street #203
Phoenix, AZ 85034
480.305.2900 Office
480.305.2897 Fax
bonniethoi@maximus.com

42. Costs. Licensee yearly costs for Facility 2 is \$37,881.91, less In-kind contribution of \$25,815.54, Licensee shall pay \$1,005.53 monthly for costs associated with the operation of the Facility. Licensee shall provide documentation for In-kind contribution on a monthly basis. Licensee shall provide the hourly rate of the individual assigned to the Resource area multiplied by the number of hours dedicated to this function.

Any costs associated with co-location in Facility 1 shall be paid for through separate agreement with Arizona Department of Economic Security.

Licensee shall be invoiced on a monthly basis as referenced in Exhibit 3. Licensee shall prepare and issue a check within thirty (30) days of receipt of invoice.

Licensors shall review costs on a yearly basis and may adjust and/or revise monthly installments, if deemed necessary.

43. This License includes a Memorandum of Understanding and Resource Sharing Agreement referenced as Exhibit 1. The Exhibit outlines the responsibilities of partner agencies that are co-located in the Maricopa Workforce Connections One Stop Career Centers regarding comprehensive service delivery and cost sharing of the operation of the One Stop Center.

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

LICENSOR:
MARICOPA COUNTY

LICENSEE:
MAXIMUS

BY _____
Chairman of the Board

BY _____

Date: _____

Date: _____

Attested to: _____
Clerk of the Board

APPROVED AS TO FORM:

Deputy County Attorney

Date: _____

**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 Organizations. As mandated in WIA and Department of Labor implementing regulations at 20 CFR 662.300, One Stop Operators must develop agreements with agencies that are co-located in the One Stop Career Centers. These agreements are referred to as Memorandum of Understanding and Resource Sharing Agreements, this addresses 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 Agencies 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 each organization within the MWC One-Stop System, in their efforts is to establish a cooperative working relationship between all agencies 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 the Agency's 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. 95th 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. The Agency 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 Agency 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 each partner is also 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 by each agency, 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 agency participation. Projected costs are estimated and each agency 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.

The Agency 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 Agency's accounting systems will be considered in designing an operable cost allocation process. The Agency shall contribute a fair share of the operating costs based on the use of the one-stop delivery system by individuals attributable to the Agency. MWC Advisory Board supports the fairness of the negotiated amounts through the use of cost allocation methods or bases.

The Agency shall provide the resources necessary to fund their proportionate share of the shared costs as reflected in Exhibit 2. Other agencies 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 outlines the costs that the Agencies will pay for co-location costs.

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

VI. Supportive Services

The Agency shall coordinate supportive services for customers and their families within the boundaries of their respective capacities. This will be tracked and accounted for in the case management process.

VII. Customer Satisfaction

The Agency 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.

The 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

The 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. The 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

The 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.

The 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 is held accountable for performance of their agencies' scope of work.

The 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 co-located agency, will be maintained in a workforce case management and reporting system provided by the Department of Economic Security.

Agencies 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:

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

All Agency staff members who require 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, the 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. Agency access for individuals with disabilities
- C. Reasonable accommodations for individuals with disabilities

XII. Referral Process/Methods Between Organizations

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

A. Referral Point of Contact

The Agency shall provide a referral point of contact including name, title, and associated phone number, e-mail address for the referral point. The Agency shall provide contact information within two weeks of receiving the fully executed agreement. The Agency 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 Agency programs within the One Stop system, whenever appropriate and as eligibility and other program regulations allow. The 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 Agency to share credit for performance outcomes.

The Agency shall:

- Review and revise enrollment procedures to facilitate co-enrollment whenever possible and appropriate.
- Cross-train agency staff in enrollment procedures and requirements to facilitate co-enrollment as needed.
- Obtain consent from customer to share information with other 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 agency within the Comprehensive One Stop System.

C. Appointment Scheduling

The Agency shall coordinate appointment scheduling activities to facilitate customer flow and service among the co-located agencies.

D. Capacity Building

The 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 agencies in the system understand each organization, their services and their goals. The Agency shall provide training to the other agencies in the One Stop system. The Agency shall attend training provided by other organizations within the One Stop system.

It is understood all 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 Agencies. 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. The 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

The 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

Each Party to this Agreement 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. The 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 the 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 the Agencies co-located in the One Stop Career Centers shall be addressed by MWC One Stop Career Centers Administrator.

One Stop agencies 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 agencies who are parties to the dispute shall submit to the following dispute resolution (complaint) procedures:

- If the Agencies 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

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

- A. Assurances - Non-Construction Programs
- B. Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Transaction
- C. Certifications Regarding Lobbying, Debarment, Suspension, Drug-Free Workplace
- D. Certification of Release of Information
- E. Nondiscrimination of Equal Opportunity Requirements of WIA

Specifically during the performance of this Agreement, the 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. The 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 the Agency to expend funds or be construed as involving the 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		
Total	1,011,126.00	84,260.50

Proportional Cost Allocated by Sq Ft

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

Directly Occupied Space 5,038 Sq Ft.

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

Proportional Share Common 27,662 Sq Ft.

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

Total Space Cost Sharing

WDD	607,506.40
Partners	403,619.60
Total	1,011,126.00

Facility 2 East Valley One Stop Career Center
 Operating Costs Annualized 2011-2012

Program Costs	Yearly Costs	Monthly Costs
Salaries	0.0	
Supplies	10,722.00	893.50
Security	47,058.00	3,921.50
Temp Help	0.00	
Lease	223,998.00	18,666.50
Repairs	7,056.00	588.00
Janitorial	23,808.00	1,984.00
Utilities	73,280.00	6,106.67
Print/Advert	0.00	0.00
Total	385,922.00	32,160.17

Proportional Cost Allocated by Sq Ft

	Facility Sq Ft. Share	17,900 Sq Ft	Annualized Costs 2011-2012
WDD	11%	1,904	41,050.03
Partners	12%	2,171	46,806.52
Common	77%	13,825	298,065.46
Total			385,922.00

Directly Occupied Space 3,990 Sq Ft.

Partner	Sq Ft	Annualized Costs
WDD	1904	41,050.03
Partners	2086	46,806.52
Total		87,856.54

Proportional Share Common 13,825 Sq Ft.

Partner	Percentage	Annualized Costs
WDD	47%	139,267.88
Partners	53%	158,797.57
Total		298,065.46

Total Space Cost Sharing

WDD	180,317.91
Partners	205,604.09
Total	385,922.00

FEE SCHEDULE

1. Licensee agrees to pay Licensor a monthly amount of \$1,005.53 for co-location costs associated with the operation of the Maricopa County Workforce Connections One Stop Career Centers 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