



LICENSE AGREEMENT
 BETWEEN
 MARICOPA COUNTY
 BY AND THROUGH THE
 HUMAN SERVICES DEPARTMENT
 AND

PORTABLE, PRACTICAL, EDUCATIONAL PREPARATION, INC.

This License Agreement (the "Agreement") is entered into by and between Portable, Practical, Educational Preparation, Inc. an Arizona non-profit organization, (hereinafter referred to as "PPEP"), and Maricopa County (hereinafter referred to as the "County"), administered by its Human Services Department, Maricopa Workforce Connections (hereinafter referred to as "MWC" or as the "Department"). Within this Agreement "PPEP" or "County" are referred to as the "Party and collectively as the "Parties".

PPEP shall provide cost reimbursement as set forth herein. In consideration of the mutual representations and obligations hereunder, PPEP and the County agree to abide by all the terms and conditions set forth herein.

Contact Representative: Dr. John David Arnold

Address: 802 East 46th St. Tucson, AZ 85713

Phone: 520-622-3553 Fax: 520-622-1480

Maricopa County: Patrick Burkhart Assistant Director/Workforce Development Division

Address: 234 North Central, Suite 3000, Phoenix, AZ 85004

Phone: 602-506-4146 Fax: 602-506-2375

This Agreement contains all the terms and conditions agreed to by the Parties. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any or the Parties hereto. Nothing in this Agreement shall be construed as consent to any suit or waiver of any defense in a suit brought against the State of Arizona, Maricopa County, or PPEP, in any State or Federal Court.

Maricopa County is duly authorized to execute and administer contracts under A.R.S. § 11-201,-251; and by signing this form on behalf of the County, the Signatory certifies he/she has the authority to bind the County to this Agreement.

FOR AND ON BEHALF OF PORTABLE, PRACTICAL,
EDUCATIONAL PREPARATION, INC.

FOR AND ON BEHALF OF MARICOPA COUNTY

[Handwritten Signature]
Authorized Signature

6/18/09
Date

Max Wilson
Max Wilson Chairman, Board of Supervisors

JUL 22 2009
Date

Attested to:

Constance Copeland
DEPUTY ~~Fran McCarroll~~, Clerk of the Board
Constance Copeland

This Agreement has been reviewed by the undersigned Deputy County Attorney who has determined that is proper in form and within the power and authority granted under the laws of the State of Arizona.

APPROVED AS TO FORM:

This 29th day of June, 2009

BY: *Roberto Pulver*
Roberto Pulver
Maricopa County Attorney
Deputy County Attorney

1.0 PARTIES

- 1.1 This Agreement is between PPEP, an Arizona non-profit organization, and the County, administered by MWC.
- 1.2 In consideration of the mutual representations and obligations hereunder, PPEP and the County agree to abide by all the terms and conditions set forth herein.

2.0 PURPOSE OF AGREEMENT

- 2.1 The purpose of this License Agreement between PPEP and the County is to allow PPEP staff to maintain direct service space within the MWC West Valley One Stop Career Center. PPEP has agreed to pay for costs associated with being co-located in the MWC West Valley One Stop Career Center. The MWC West Valley One Stop Career Center is located at 1840 N. 95th Avenue, #160, Phoenix, AZ 85037.
- 2.2 By co-locating in the One Stop Career Center this partnership will provide integrated one-stop service delivery for employers, job seekers, and individuals seeking career advancement in Maricopa County, in accordance with the Workforce Investment Act (P.L. 105-220 of 1998).

3.0 TERM OF AGREEMENT:

3.1 TERM

- 3.1.1 This Agreement shall be effective upon signature by both Parties and will expire on June 30, 2011.

3.2 Termination

- 3.2.1 This Agreement may be terminated by either Party, with or without cause, upon thirty days written notice (unless terminated by the Board of Supervisors under Availability of Funds provision).
- 3.2.2 County may terminate this Agreement and require PPEP to vacate the premises immediately if they determine that the health, welfare, or safety of service recipients is endangered.
- 3.2.3 The County may terminate this Agreement at any time in accordance with the provisions of A.R.S. § 38-511.
- 3.2.4 Notice shall be given by personal delivery or by Registered or Certified mail specifying the termination date therein.
- 3.2.5 In the event of termination or suspension of the Agreement by either Party, such termination or suspension shall not affect the obligation of both Parties to indemnify each other from any claim by any third party against the County or the terminating Party arising from the other Party's performance of this Agreement, and for which the other Party would otherwise be liable under this Agreement. To the extent such indemnification is excluded by A.R.S. §41-621 et seq. or an obligation is unauthorized under A.R.S. §35-154, the provisions of this paragraph shall not apply.
- 3.2.6 In the event of early termination for any reason, any funds advanced to the County shall be returned to PPEP within ten (10) days after the date of termination or upon receipt of notice of termination of the Agreement, whichever is earlier.

3.3 Extension

- 3.3.1 This Agreement may be extended through a written amendment by mutual agreement of the Parties.

4.0 AMENDMENTS:

- 4.1 Any changes to this Agreement shall be carried out in accordance with the following:

4.1.1 A written amendment, signed by both Parties, to this Agreement shall be required for every standard purpose listed below and all other purposes.

4.1.1.1 When the Agreement period is lengthened and/or shortened.

4.1.1.2 For any other changes in terms and conditions of this Agreement which the Parties deem substantial.

4.2 Exceptions

4.2.1 Either Party shall give written notice to the other Party of any non-materials alteration that affects the provisions of this Agreement. Non-material alterations that do not require a written amendment are as follows:

4.2.1.1 Change of address.

4.2.1.2 Change of telephone number(s).

4.2.1.3 Change in authorized signatory.

4.2.1.4 Change in the name and/or address of the person to whom notices are to be sent.

5.0 DEFAULT

5.1 The Human Services Director may recommend to the Maricopa County Board of Supervisors to suspend, terminate or modify this Agreement immediately upon written notice to PPEP in the event of nonperformance of stated objectives or other material breach of contractual obligations; or upon the occurrence of any event which would jeopardize the ability of PPEP to perform any of its contractual obligations.

6.0 AVAILABILITY OF FUNDS:

6.1 Maricopa County, exclusive of the City of Phoenix, is a designated Workforce Investment Area under the federal Workforce Investment Act (WIA) of 1998. Maricopa County is recipient of WIA funds.

6.2 Should the Arizona Legislature enter back into session and reduce the appropriations for any reason and these goods or services are not funded, County and/or PPEP may take any of the following actions: (a) Accept a decrease in services and/or prices offered by the other party; or (b) Cancel the Agreement.

7.0 OCCUPANCY INFORMATION AND RATES

7.1 PPEP will have access to the following:

Site - West Valley
2- 8X8 cubicle, 5 times per week

7.2 The County reserves the right to reassign cubicles as may be necessary.

7.3 Any requests by PPEP for changes, alterations, or modifications to the space will be submitted to the County's respective designated site person as listed in Section 9.2 for processing the work order. If the work order is approved the cost will be billed to PPEP.

7.4 Data Communications & Office Furniture/Equipment

7.4.1 Each work area will have:

7.4.1.1 Data Communications

Fax machine (in Resource area)

Telephone

Voice Mail

7.4.1.2 Voice communication adds, moves, changes, and start-up is PPEP's responsibility. Any requests for adds, moves, changes, or start-up, will be charged to PPEP. PPEP will render payment to MWC when an invoice is received for requested changes. Any changes will be coordinated with the Career Center Coordinator as referenced in section 9.2.

7.4.1.3 Office Furniture/Equipment

- Modular workstation(s)
- Side Chair(s)
- Printer(s) (in Resource area)
- Copier(s) (in Resource area)

7.4.1.4 The purchasing Party shall retain all furniture and office equipment purchased during the term of this Agreement.

7.4.1.5 PPEP will have access to equipment use such as the copy machine(s), printer(s), fax(s),

7.5 **Costs:**

7.5.1 Each month the County will invoice PPEP for **\$653.42.**

7.6 County will review the occupancy costs on a yearly basis and will adjust and revise the cost allocations at the One Stop Centers.

7.7 County is responsible for ensuring interior janitorial services, exterior ground maintenance and maintenance of the structural elements (i.e., heating, cooling and other systems) are maintained.

8.0 PAYMENT

8.1 PPEP shall prepare and issue a check within twenty (20) days from the date it receives the monthly County invoice. The check will be mailed to the address stated in Section 9.1 of this Agreement.

8.2 Any changes to PPEP's direct costs shall be justified, separately negotiated and included as amendments to this Agreement.

9.0 CONTACT INFORMATION

9.1 All notices, payments, or other correspondence between the Parties regarding this Agreement shall be mailed or delivered to the respective parties at the following addresses:

Maricopa County Human Services Department Finance Unit 234 North Central, Suite 3000 Phoenix, AZ 85004 Phone: 602-506-4859 Fax 602-506-0936	Portable, Practical, Educational Preparation, Inc. Dr. John David Arnold 802 East 46 th St. Tucson, AZ 85713 Phone: 520-622-3553 Fax: 520-622-1480
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9.2 The West Valley One Stop Career Center Coordinator handles routine non-monetary issues or concerns: Kevin Berry 602-372-4201

10.0 NOTICES

10.1 Notices, requests or demands given or made upon the Parties hereto, pursuant to or in connection with this agreement, unless otherwise noted, shall be delivered in person or sent by United States Mail, postage prepaid, to the parties at their

respective addresses as indicated in the Agreement Information section of this document.

- 10.2 All notices shall reference the Agreement number.
- 10.3 PPEP shall give written notice to the County of changes to the following, and a written amendment to the Agreement shall not be necessary:
 - 1. Change of address of business office;
 - 2. Change of telephone number(s);
 - 3. Changes in the name and/or address of the person to whom notices are to be sent.

11.0 GENERAL REQUIREMENTS

12.0 ARBITRATION.

- 12.1 The Parties to this Agreement agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. §12-1518, except as may be required by other applicable statutes (Title 41).
- 12.2 In the event of any dispute, a Resolution Team consisting of the PPEP Administrator (or designee) and the County's Assistant Director of Workforce Development (or designee) will immediately attempt to resolve the dispute prior to taking formal action.

13.0 ASSIGNMENT OF DELEGATION.

- 13.1 Neither Party may assign any rights hereunder without the express, written prior consent of both Parties.

14.0 AUDIT

- 14.1 Pursuant to A.R.S §35-214, at any time during the term of this Agreement and five (5) years thereafter, books and records of PPEP may be subject to audit by the State, the County and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of this Agreement.
- 14.2 All books, accounts, reports, files and other records related to this Agreement shall be kept for five (5) years after termination of this Agreement, and shall be subject at all times to inspection and audit by the State, the County and, where applicable, the Federal Government. Such records shall be produced at the Auditor General's Office or at the requesting Party's principal office within a reasonable time after their request.

15.0 CANCELLATION FOR CONFLICT OF INTEREST.

- 15.1 Pursuant to A.R.S. § 38-511, PPEP and County may cancel this Agreement without penalty or further obligation if any person significantly involved initiating, negotiating, securing, drafting or creating the Agreement on behalf of either Party is or becomes at any time while the Agreement or an extension of the Agreement is in effect, an employee of or a consultant to any other Party to the Agreement with respect to the subject matter of the Agreement. The cancellation shall be effective when written notice of the cancellation is received unless the notice specifies a later time.

16.0 CERTIFICATION AND DEBARMENT

- 16.1 PPEP certify to the best of its knowledge and belief, that it and its directors, officers and agents: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

- 16.2 Have not within a three-year period preceding this Agreement 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 agreement 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;
- 16.3 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 16.2; and;
- 16.4 Have not within a three-year period preceding this Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.
- 16.5 Where PPEP is unable to certify to any of the statements in his certification, PPEP shall attach an explanation to this Agreement.

17.0 COMPLIANCE WITH APPLICABLE LAWS

- 17.1 PPEP 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.
- 17.2 Unless exempt under Federal law, PPEP 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. PPEP 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. PPEP shall comply with the requirements of the Fair Labor Standards Act of 1938, as amended.
- 17.3 PPEP shall comply with Title VI of the Civil Rights Act of 1964, which prohibits the denial of benefits of, or participation in, Agreement services on the basis of race, color, or national origin. PPEP 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 Agreement 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 Agreement programs, services, and activities.
- 17.4 PPEP 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. 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. PPEP shall comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of disability, in delivering Agreement services.
- 17.5 PPEP warrants that it is in compliance with A.R.S. § 41-4401 and further acknowledges:
 - 17.5.1 PPEP, warrant its compliance with all federal immigration laws and regulations that relate to its employees and their compliance with A.R.S. § 23-214, Subsection "A";
 - 17.5.2 That a breach of a warranty under Subsection "17.5.1" above, shall be deemed a material breach of the Agreement that is subject to penalties up to and including termination of the Agreement;
 - 17.5.3 That the County retains the legal right to inspect the employment papers of any contractor or subcontractor employee who works on this Agreement to ensure that

the contractor or subcontractor is complying with the warranty provided under Subsection "17.5.1" above and that the contractor agrees to make all papers and employment records of said employee(s) available during normal working hours in order to facilitate such an inspection;

17.5.4 That nothing herein shall make PPEP or its subcontractor an agent or employee of Maricopa County.

18.0 COMPLIANCE WITH A.R.S. §§35-391.06 AND 35-393.06 (BUSINESS RELATIONS WITH SUDAN AND IRAN):

18.1 By entering into the Agreement, PPEP certifies it does not have scrutinized business operations in Sudan or Iran. PPEP shall obtain statements from its subcontractors, involved with this Agreement, certifying compliance and shall furnish the statements to the County Procurement Officer upon request. These warranties shall remain in effect through the term of the Agreement.

18.2 The County may request verification of compliance from PPEP or its subcontractors performing work under this Agreement. Should the County suspect or find that PPEP or any of its subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Agreement for default, and suspension and/or debarment of PPEP. All costs necessary to verify compliance are the responsibility of PPEP.

19.0 CONFIDENTIALITY

19.1 PPEP shall comply with the provisions of Arizona Administrative Code R6-4-405, as it pertains to sharing client information with other agencies, individuals, or employers.

19.2 PPEP shall establish and maintain procedures and controls that are acceptable to both parties for the purpose of assuring that no information contained in its records or obtained from PPEP or from others in carrying out its functions under this Agreement shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under this Agreement. Persons requesting such information shall be referred to PPEP. PPEP also agrees that any information pertaining to individual clients shall not be divulged other than to employees or officers of PPEP as needed for the performance of duties under this Agreement unless otherwise agreed to in writing.

20.0 DRUG-FREE WORKPLACE ACT

21.0 PPEP agrees to comply with the Drug-Free Workplace Act of 1988 (Public Law 100-690). This statute required that grantees of Federal funds certify that they will provide drug-free workplaces.

22.0 EMPLOYMENT DISCLAIMER

22.1 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.

22.2 PPEP agree that no individual performing under this Agreement on behalf of PPEP 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. PPEP 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.

23.0 FEDERAL IMMIGRATION AND NATIONALITY ACT

23.1 By entering into this Agreement PPEP warrant 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. PPEP shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the County Procurement Officer upon request. These warranties shall remain in effect through the term of the Agreement. PPEP 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 Agreement. I-9 forms are available for download at www.USCIS.GOV. The County may request verification of compliance for any party or its subcontractor performing work under the Agreement. Should the County suspect or find that PPEP or any of its subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Agreement for default, and suspension and/or debarment.

24.0 INDEMNIFICATION AND INSURANCE

24.1 Indemnification

24.1.1 PPEP (as "Indemnitor") agree to indemnify, defend, and hold harmless the County (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorneys' fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

24.1.2 To the fullest extent permitted by law, PPEP shall defend, indemnify, and hold harmless, the County, its agents, representatives, officers, directors, officials, and employees from and against any and all claims, damages, losses and expenses (including but not limited to attorneys' fees and costs), relating to this Agreement.

24.1.3 The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of both parties indemnity obligations contained in this paragraph.

24.2 Insurance

24.2.1 PPEP will add Maricopa County to their General Liability Insurance policy as an ADDITIONAL INSURED with coverage in the amount of \$1,000,000 per occurrence and provide County Proof of Insurance. PPEP will maintain said coverage during the term of this Agreement.

24.2.2 PPEP shall have in effect at all times during the term of this Agreement, insurance which is adequate to protect the County, its officers and employees, participants and equipment funded under the Agreement against such losses as are set forth below.

24.2.3 The following types and amounts of insurance are required as minimum:

- a. Worker's Compensation according to statutory limits.
- b. Unemployment Insurance as required by Arizona Law.
- c. Public Liability, Bodily Injury and Property Damage;
 - 1) General Liability, each occurrence, \$1,000,000
 - 2) Property Damage \$1,000,000; or combined single limit, each occurrence, \$1,000,000 minimum.
- d. Automobile and Truck Liability, Bodily Injury and Property Damages:
 - 1) General Liability, each occurrence,

- 2) \$1,000,000 Property Damage \$1,000,000; or combined single limit, each occurrence, \$1,000,000 minimum.

25.0 GOVERNING LAW.

25.1 This Agreement shall be governed and interpreted by the laws of the State of Arizona.

26.0 INVALIDITY OF PART OF THIS AGREEMENT.

26.1 The Parties agree that should any part of this agreement be held to be invalid or void, the remainder of the agreement shall remain in full force and effect and shall be binding upon the Parties.

27.0 POLITICAL ACTIVITY PROHIBITED

27.1 None of the funds, materials, property or services contributed by both Parties under this Agreement shall be used in the performance of this Agreement for any partisan political activity, or to further the election or defeat of any candidate for public office.

28.0 RELIGIOUS ACTIVITIES

28.1 The both Parties agree that costs, planned or claimed, including costs incurred, shall not include any expense for any religious activity.

29.0 SEVERABILITY

29.1 Any provision of this Agreement which is determined to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof, and remaining provisions shall remain in full force and effect.

30.0 STRICT COMPLIANCE

30.1 Acceptance by the Department on behalf of the County of performance not in strict compliance with the terms hereof shall not be deemed to waive the requirement of strict compliance for all future performance obligations. All changes in performance obligations under this Agreement will be in writing.

AMENDMENT TO
LICENSE AGREEMENT
BETWEEN
MARICOPA COUNTY
BY AND THROUGH THE
HUMAN SERVICES DEPARTMENT
AND
PORTABLE, PRACTICAL, EDUCATIONAL PREPARATION, INC.

- I. The purpose of Amendment #1 is to address the following:
 - A. Extend the Agreement term for two additional years from June 30, 2011 to June 30, 2013.
 - B. Modify 7.0 OCCUPANCY INFORMATION AND RATES
 - Previous:**
 - 7.1 PPEP will have access to the following:
 - Site - West Valley
 - 2- 8X8 cubicle, 5 times per week
 - Replace:**
 - 7.1 PPEP will have access to the following:
 - Site - West Valley
 - 1- 8X8 cubicle, 5 times per week
 - C. Modify 7.5 COST
 - Previous:**
 - 7.5.1 Each month the County will invoice PPEP for \$653.42.
 - Replace:**
 - 7.5.1 Each month the County will invoice PPEP for \$649.96.
 - D. Revised AUDIT as identified in paragraph 14.0
 - Previous**
 - 14.1 Pursuant to A.R.S §35-214, at any time during the term of this Agreement and five (5) years thereafter, books and records of PPEP may be subject to audit by the State, the County and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of this Agreement.
 - 14.2 All books, accounts, reports, files and other records related to this Agreement shall be kept for five (5) years after termination of this Agreement, and shall be subject at all times to inspection and audit by the State, the County and, where applicable, the Federal Government. Such records shall be produced at the Auditor General's Office or at the requesting Party's principal office within a reasonable time after their request.

Replace

14.1 Pursuant to A.R.S §35-214, at any time during the term of this Agreement and six (6) years thereafter, books and records of PPEP may be subject to audit by the State, the County and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of this Agreement.

14.2 All books, accounts, reports, files and other records related to this Agreement shall be kept for six (6) years after termination of this Agreement, and shall be subject at all times to inspection and audit by the State, the County and, where applicable, the Federal Government. Such records shall be produced at the Auditor General's Office or at the requesting Party's principal office within a reasonable time after their request.

E. 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 PORTABLE, PRACTICAL, EDUCATIONAL PREPARATION, INC.

FOR AND ON BEHALF OF MARICOPA COUNTY

John David Arnold

Andrew Kunasek

Dr. John David Arnold

Andrew Kunasek, Chairman, Board of Supervisors

6/9/11

JUN 28 2011

Date

Date

Attested to:

Fran McCarroll

Fran McCarroll, Clerk of the Board 062211

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*
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. 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. 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. Other 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

Each Partner 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.

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. Partner 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 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		
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

FEE SCHEDULE

1. PPEP agrees to pay Licensor a monthly amount of \$649.96 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