

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
MARICOPA COUNTY
ADMINISTERED BY ITS
HUMAN SERVICES DEPARTMENT
AND
CITY OF GLENDALE**

County Contract No.: C-22-21-128-X-00_____

City Contract No.: _____

Agreement Amount: \$51,449

Agreement Start Date: July 1, 2021

Agreement Termination Date: June 30, 2022

1.0 PARTIES

This financial Intergovernmental Agreement (“Agreement”) is between the City of Glendale (“City”) and Maricopa County (“County”) administered by its Human Services Department, Workforce Development Division (“Department”) and pertains to Workforce Development services. The County and the City collectively are referred to as the “Parties” and individually as the “Party.”

2.0 PURPOSE

- 2.1 The purpose of this Agreement is to integrate the County’s workforce development system into the City’s social and community services resource network. The Parties’ goal is to support workforce development activities and training efforts that will enable the local employers to attract and retain top talent, as well as to provide adult and youth job seekers with Workforce Innovation and Opportunity Act (WIOA) program services (“Program”).
- 2.2 The integrated service delivery model will be located at the Glendale Community Center (“Community Center”) located at 5401 West Ocotillo Road, Glendale, Arizona 85301 (“Community Center Facility”).
- 2.3 The County shall assign a County Workforce Development Coordinator to be located at the Community Center Facility for 40 hours per week.
- 2.4 The services to be provided at the Community Center Facility will benefit City residents by having County staff available to meet with job seekers (Adult and Youth) and local employers and provide WIOA activities that will improve residents’ knowledge for:
 - 2.4.1 conducting job searches to secure stable employment;
 - 2.4.2 exploring career opportunities;
 - 2.4.3 improving skills necessary to enter or advance in a specific occupation or trade; and
 - 2.4.4 employment opportunities with local employers.
- 2.5 The Parties shall share the costs for funding the Program. The City shall compensate the County on a monthly basis for Program service delivery.
 - 2.5.1 The City shall reimburse the County for a portion of the Workforce Development Coordinator’s salary. The funding amount, per fiscal year, is indicated in the attached Itemized Service Budget, **Attachment A**. The Parties acknowledge that the Workforce Development Coordinator will remain a County employee and will not be considered an employee of the City.

3.0 BACKGROUND

- 3.1 The Workforce Innovation and Opportunity Act of 2014, 29 U.S.C. § 3101, *et seq.*, Public Law 113-128, was signed into law on July 22, 2014, and it became effective on July 1, 2015. WIOA is designed to help job seekers access employment, education, training, and support services to succeed in the labor market and to match employers with the skilled workers they need to compete in the global economy.
- 3.2 Maricopa County is designated as a Local Workforce Development Area (LWDA) under the federal WIOA Program. The County operates two (2) comprehensive Workforce Development One Stop Career Centers (Centers). The Centers provide employment-related services to job seekers and employers in Maricopa County, in accordance with the WIOA Program regulations.

4.0 TERM OF AGREEMENT

- 4.1 The initial term of this Agreement is listed on page one of this Agreement.
- 4.1 This Agreement shall be effective upon approval and signature by both Parties.
- 4.2 The Agreement may be extended upon written agreement approved and signed by both Parties. The Agreement may be extended as many times as is desirable, but each extension may not exceed the duration of the previous agreement. The City must provide notice of intent to renew (60) calendar days prior to the end of the original or extended Agreement term, as applicable.

5.0 AMENDMENTS

Any changes to this Agreement shall be by a written amendment signed by both parties.

6.0 FUNDING

- 6.1 The City shall provide the County with the amount defined in the Itemized Service Budget (ISB), Attachment A. The ISB has been developed between the Parties and is incorporated into this Agreement.
- 6.2 The anticipated costs for the Agreement term:
 - 6.2.1 The City shall compensate the County in an amount not to exceed \$51,449 for the period July 1, 2021, through June 30, 2022.

7.0 AVAILABILITY OF FUNDS

- 7.1 Should funding for Program activities be reduced for any reason and services are not funded, then a Party may either accept a decrease in services offered by the other Party or terminate this Agreement.
- 7.2 If the City is unable to provide funding to support County personnel, then the County has the right to either change the availability of, or withdraw, County staff (or both).

8.0 PAYMENTS

- 8.1 Subject to ongoing review and possible modifications during the term or terms of this Agreement, the City shall pay the County based on the County submitting a monthly invoice. The City shall prepare and issue payment within 30 calendar days of receipt of the invoice, except for the last month of each fiscal year, regarding which the City shall submit payment by July 5th of each year. Payments shall be submitted to the Department's Finance Division at the address 234 North Central Avenue, Phoenix, Arizona 85004.

9.0 RESPONSIBILITIES OF ORGANIZATIONS

- 9.1 The County shall:
 - 9.1.1 Assign a County Workforce Development Coordinator to act as a business liaison, trainer, career guidance specialist, and partner with the City to provide assistance to participants and businesses within the City by:

- 9.1.1.1 Enrolling WIOA eligible Program participants;
- 9.1.1.2 Organizing workshops for job seekers to assist with job searches and the development of job retention skills and assessment tools for measuring interests, aptitude and skills, career exploration, and vocational training;
- 9.1.1.3 Providing eligible participant support services that may include funding assistance to enable participants to continue training, retain or obtain employment, and encourage successful Program completion;
- 9.1.1.4 Directing job seekers toward activities that lead to the attainment of a secondary school diploma or its equivalent;
- 9.1.1.5 Organizing job fairs for local employers recruiting employees to fill vacant positions;
- 9.1.1.6 Engaging with the business community in collaboration with the City's Community Services Department;
- 9.1.1.7 Providing case management and referral services; and
- 9.1.1.8 Providing the City with reports on a semi-annual basis (i.e., January and July of each year) containing the following data metrics:
 - 9.1.1.8.1 Community Outreach Efforts;
 - 9.1.1.8.2 Total number of Enrollments - including participants' demographics; and
 - 9.1.1.8.3 Summary of services provided;
 - 9.1.1.8.3.1 Total number of Trainings provided;
 - 9.1.1.8.3.2 Employment Outcomes; and
 - 9.1.1.8.3.3 Number of Glendale Employers engaged in services.

9.1.2 Provide computers and equipment for County staff to fulfill their duties.

9.2 The City shall:

- 9.2.1 Provide workspace at the Community Center Facility for County staff to provide the services identified in this Agreement. The workspace shall be a secure location to house all computers and equipment provided by the County. The workspace shall remain locked when not in use by County staff and whenever the Community Center Facility is not in use;
- 9.2.2 Provide internet connection;
- 9.2.3 Work cooperatively with County staff to improve efficiency, effectiveness, and the coordination of workforce services;
- 9.2.4 Provide meeting space and space for job fairs as needed; and
- 9.2.5 Include information attributing ARIZONA@WORK – Maricopa County Program in any outreach materials, website, and other promotional/marketing materials related to this partnership.

10.0 TERMINATION

10.1 Under A.R.S. §38-511, the County may cancel this Agreement without penalty or further obligation within three years after execution of this Agreement if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement on behalf of the County is, at any time while this Agreement or any extension of this Agreement is in effect, an employee or agent of any other party to the Agreement in any capacity or consultant to any other party of the Agreement with respect to the subject matter of the Agreement. Additionally, under A.R.S § 38-511, the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement on behalf of the County from any other party to this Agreement arising as the result of this Agreement.

- 10.2 Either Party may terminate this Agreement at any time by giving the other Party at least sixty (60) calendar days prior notice in writing (unless terminated by the Board of Supervisors under the Availability of Funds provision). The notice shall be given by either mail or via email to the persons listed in Section 11.0 (Notices) of this Agreement.
- 10.3 This Agreement may be terminated by mutual written agreement of the Parties specifying the termination date therein.
- 10.4 The County has the right to terminate this Agreement upon twenty-four (24) hour notice when the County determines that the health or welfare of the service recipients are endangered, or the City's non-compliance jeopardizes funding source financial participation. If not terminated by one of the above methods, then this Agreement shall terminate upon the expiration of the term stated on page one of this Agreement or expiration of any extended term described in Section 4.0

11.0 NOTICES

Notifications and communications concerning this Agreement shall be directed to the following:

County:

Workforce Development Assistant Director
Maricopa County Human Services Department
234 North Central Avenue, Suite 3000
Phoenix, Arizona 85004
Telephone: 602-506-5911

City of Glendale

Name: Matthew Hess
Title: Revitalization Administrator
Address: 5850 W. Glendale Avenue, Suite 107,
Glendale Arizona 85301
Telephone: 623-930-3682
Email: mhess@glendaleaz.com

12.0 EMPLOYMENT DISCLAIMER

- 12.1 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.
- 12.2 The City agrees that no individual performing under this Agreement on behalf of City may be considered a County agent, employee, or representative and that no rights of County civil service, County retirement, or County personnel rules shall accrue or apply to any such individual. The City shall have total responsibility for all salaries, wages, bonuses, retirement, withholdings, workers' compensation, occupational disease compensation, unemployment compensation, other employee benefits, and all taxes and premiums appurtenant thereto concerning such individuals, and the City shall indemnify, defend and hold harmless the County with respect to the foregoing.
- 12.3 The County agrees that no individual performing under this Agreement on behalf of County may be considered a City agent, employee, or representative and that no rights of City civil service, City retirement, or City personnel rules shall accrue or apply to any such individual. The County shall have total responsibility for all salaries, wages, bonuses, retirement, withholdings, workers' compensation, occupational disease compensation, unemployment compensation, other employee benefits, and all taxes and premiums appurtenant thereto

concerning such individuals and the County shall indemnify, defend and hold harmless the City with respect to the foregoing.

13.0 SAFEGUARDING OF PARTICIPANT INFORMATION

The use or disclosure by either Party of any information concerning an applicant for, or recipient of, service under this Agreement is directly limited to the conduct of this Agreement. The City and any and all of its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, and commissions shall safeguard the confidentiality of this information, just as they would safeguard their own confidential information.

14.0 GENERAL INDEMNIFICATION

Each Party (as “Indemnitor”) agrees to indemnify, defend, and hold harmless the other Party (as “Indemnitee”) from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney and expert fees) (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, which result in vicarious/derivative liability to the Indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor and any and all of its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, and commissions.

15.0 NON-LIABILITY

The County and its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, and commissions shall not be liable for any act or omission by the City or any and all of its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, or commissions occurring in the performance of this Agreement, nor shall the County and its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, and commissions be liable for purchases or contracts made by the City or any and all of its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, or commissions in connection with this Agreement.

16.0 GENERAL LIABILITY INSURANCE EXCEPTION

Each Party is a public entity. For such reason, insurance policy requirements shall not apply. Instead, each Party shall provide the other Party a Certificate of Self- Insurance equal to:

General Aggregate	\$3,000,000
Each Occurrence Limit	\$1,000,000

17.0 COMPLIANCE WITH APPLICABLE LAWS

17.1 Each Party shall comply with all applicable laws, ordinances, resolutions, executive orders, rules, regulations, standards, and codes of the federal, state, and local governments whether specifically referenced in this Agreement. Specifically, the following apply:

17.1.1 Unless exempt under federal law, the Parties 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 (Executive Order No. 2009-09 superseded Executive Order No. 99-4 and amended Executive Order No. 75-5), which mandates that all persons, regardless of race, color, religion, sex, age, national origin, or political affiliation, shall have equal access to employment opportunities. The Parties 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. The Parties shall comply with the requirements of the Fair Labor Standards Act of 1938, as amended.

- 17.1.2 The Parties 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. The Parties 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 contract 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.
- 17.1.3 The Parties shall not discriminate upon the basis of race, color, creed, religion, ancestry, national origin, sex, gender, sexual orientation, gender identity, disability, age, marital status or status with regard to the benefits of, or participation in, or use of the Programs, services, and activities.
- 17.1.4 Each Party warrants that it is in compliance with A.R.S. § 41-4401 and further acknowledges that:
 - 17.1.4.1 The Parties and their vendors, 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;
 - 17.1.4.2 A breach of a warranty under this Section 17.1.4 shall be deemed a material breach of this Agreement that is subject to penalties up to and including termination of this Agreement; and
 - 17.1.4.3 The Parties retains the legal right to inspect the papers of any contractor or (sub)contractor or vendor employee who works on this Agreement to ensure that the Parties are complying with the warranty provided under the subsections listed above and that the Parties agree to make all papers and employment records of such employee(s) available during normal working hours in order to facilitate such an inspection;

18.0 CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY, AND VOLUNTARY EXCLUSION

The City certifies to the best of its knowledge and belief, that it and its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, and commissions:

- 18.1 Are not presently debarred, suspended, proposed for debarment, or declared ineligible or voluntarily excluded from covered transactions by any federal department or agency.
- 18.2 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;
- 18.3 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 the paragraphs above; and
- 18.4 Have not within a three-year period had one or more public transactions (federal, state, or local) terminated for cause or default.

19.0 FEDERAL IMMIGRATION AND NATIONALITY ACT

- 19.1 The Parties understand and acknowledge the applicability of the Immigration Reform and Control Act of 1986 (IRCA). The Parties agree to comply with the IRCA in performing under this Agreement and to permit the other Party to inspect personnel records to verify such compliance.

- 19.2 By entering into this Agreement, the Parties 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. The Parties shall obtain statements from their (Sub)contractors certifying compliance and shall furnish the statements to the other Party upon request. These warranties shall remain in effect through the term of this Agreement. The Parties and their (Sub)contractors 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 USCIS.GOV.
- 19.3 The Parties may request verification of compliance for any employee or (sub)contractor performing work under this Agreement. Should either Party suspect or find that the other Party or any of its (Sub)contractors are not in compliance, then the Party may pursue all remedies allowed by law, including, but not limited to: suspension of work, termination of this Agreement for default, and suspension or debarment of the other Party. All costs necessary to verify compliance are the responsibility of the requesting Party.

20.0 WRITTEN CERTIFICATION UNDER A.R.S. § 35-393.01

If the City engages in for-profit activity and has 10 or more employees and, if this Agreement has a value of \$100,000 or more, then the City certifies it is not currently engaged in, and agrees for the duration of this Agreement to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

21.0 ASSIGNABILITY AND SUBCONTRACTING

No rights, liabilities, obligations, or duties under this Agreement may be assigned, delegated, or subcontracted, in whole or part, without the prior written approval of the County. The City shall bear all liability under this Agreement, even if it is assigned, delegated, or subcontracted, in whole or in part, unless the County approves the assignment, delegation, or subcontract or agrees otherwise.

22.0 RIGHTS/OBLIGATIONS OF PARTIES ONLY

The terms of this Agreement are intended only to define the respective rights and obligations of the Parties. Nothing in this Agreement shall create any rights or duties in favor of any potential third-party beneficiary or other person, agency, or organization. Nothing in this Agreement shall affect the legal liabilities of either Party by imposing any standard of care different from the standard of care imposed by law.

23.0 WAIVER OF TERMS, CONDITIONS, AND DEFENSES

The failure of either Party to insist in any one or more instances on performance of any of the terms and conditions of, or to exercise any rights or privileges contained in, this Agreement shall not be considered as waiving such terms, conditions, rights, or privileges, and they shall remain in full force and effect. Nothing in this Agreement shall be construed as consent to any lawsuits or waiver of any defenses in a lawsuit brought against the County in any state or federal court.

24.0 ENTIRE AGREEMENT

This Agreement contains the entire understanding of the Parties. There are no representations or other provisions besides those contained in either this Agreement or in any written amendments approved and signed by both Parties.

25.0 SURVIVAL

The indemnification, hold harmless, defense, and non-liability provisions of this Agreement shall have full force and effect notwithstanding any other provisions in this Agreement and shall survive the termination or expiration of this Agreement.

26.0 SEVERABILITY

The Parties agrees that should any part of this Agreement be held invalid or void, the remainder of this Agreement shall remain in full force and effect and shall be binding on the Parties.

27.0 EXECUTION OF AGREEMENT/COUNTERPARTS

This Agreement may be executed in counterparts. Each counterpart shall be deemed an original, and all counterparts shall form a single instrument.

28.0 CHOICE OF LAW; VENUE

This Agreement shall be construed in accordance with and governed by the laws of the State of Arizona. The proper venue for any proceedings relating to this Agreement shall be Maricopa County, Arizona.

29.0 AUTHORIZATION

Each Party warrants to the other Party that the appropriate governing body of the Party has authorized approval and signature of this Agreement.

(Signatures are contained on the following page)

IN WITNESS, the Parties have approved and signed this Agreement:

FOR CITY OF GLENDALE:

FOR MARICOPA COUNTY:

Mayor Date

Chairman, Board of Supervisors Date

Attested to:

Attested to:

City Clerk Date

Juanita Garza, Clerk of the Board Date

IN ACCORDANCE WITH A.R.S. §§ 9-240 AND 11-952, THIS AGREEMENT HAS BEEN REVIEWED BY THE UNDERSIGNED ATTORNEY WHO HAS DETERMINED IT IS PROPER IN FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO THE CITY OF GLENDALE UNDER THE LAWS OF THE STATE OF ARIZONA.

IN ACCORDANCE WITH A.R.S. §§ 11-201, 11-251, AND 11-952, THIS AGREEMENT HAS BEEN REVIEWED BY THE UNDERSIGNED ATTORNEY WHO HAS DETERMINED IT IS PROPER IN FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO MARICOPA COUNTY UNDER THE LAWS OF THE STATE OF ARIZONA.

Approved as to form:

Approved as to form:

By:

By:

City Attorney Date

Deputy County Attorney Date

ATTACHMENT A

ITEMIZED SERVICE BUDGET

Effective Dates 7/1/2021 to 6/30/2022

CONTRACT SERVICE: ARIZONA@WORK - Maricopa County Workforce Development

<i>City Of Glendale shared cost is 50% of FTE</i>	12-Month Agreement Cost	MCHSD Cost	City of Glendale Cost
Total Personnel - 1 FTE @ \$27.20/hr * 2088 total hours	\$ 56,794	\$ 28,397	\$ 28,397
Maricopa County Merit Pay Increase for FY22- 3.5%	\$ 1,988	\$ 994	\$ 994
Total Employee Related Expenses - ¹ ERE = 20.06% + \$13,632	\$ 25,424	\$ 12,712	\$ 12,712
Total Indirect Cost - 22.2%	\$ 18,693	\$ 9,347	\$ 9,347
Subtotal	\$ 102,898	\$ 51,449	\$ 51,449
Total Cost for 12-Month for the City of Glendale	\$ 51,449		

¹ Based on 2022 FICA, Retirement, Unemployment Compensation, Worker's Compensation, Liability Insurance, Health/Dental/Life Insurance, and Dependent Care Assistance