



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

County Contract #: _____
City Contract #: _____
Agreement Amount: \$106,777
Agreement Start Date: August 1, 2023
Agreement Termination Date: June 30, 2025

1.0 PARTIES

This financial Intergovernmental Agreement ("Agreement") is between the City of Goodyear (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 City's 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.
- 2.2 The integrated service delivery model will be located at Maricopa County Resource Building to be named at a later date located at 14140 W McDowell Rd Goodyear, AZ 85395
- 2.3 The County shall assign a County Workforce Development Coordinator to be located at the location listed above for 40 hours per week.
- 2.4 The services to be provided at the identified facilities 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 resident's 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.
- 4.2 This Agreement shall be effective upon approval and signature by both Parties.
- 4.3 The Agreement may be extended for two (2) additional one-year terms, provided the City is in compliance with the terms and conditions of this Agreement. Extensions must be in writing and approved and signed by both Parties. 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 \$4,618 per month for a total of \$50,795 for the period of August 1, 2023, to June 30, 2024.
- 6.2.2 The City shall compensate the County in an amount not to exceed \$4,665 per month for a total of \$55,982 for the period of July 1, 2024, to June 30, 2025.

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 for 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 Assist in organizing attainment fairs promoting traditional universities, community colleges, and High School and nonprofit Career and Technical Education programs, scholarship and government loan programs;
 - 9.1.1.6 Organizing job fairs for local employers recruiting employees to fill vacant positions;
 - 9.1.1.7 Engaging with the business community in collaboration with the City's Economic Development Department;
 - 9.1.1.8 Providing case management and referral services; and
 - 9.1.1.9 Providing the City with reports on a monthly basis containing the following data metrics:
 - 9.1.1.9.1 Community Outreach Efforts;
 - 9.1.1.9.2 Total number of Enrollments - including participants' demographics; and
 - 9.1.1.9.3 Summary of services provided;
 - 9.1.1.9.3.1 Total number of Trainings provided;
 - 9.1.1.9.3.2 Employment Outcomes; and
 - 9.1.1.9.3.3 Number of Goodyear 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 Work cooperatively with County staff to improve efficiency, effectiveness, and the coordination of workforce services;
- 9.2.2 Identify and provide suitable locations for community meeting space and space for job/resource fairs as needed; and
- 9.2.3 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 (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:

Name: Jared Beard
Title: Workforce Development Assistant Director
Maricopa County Human Services Department
234 N Central Avenue, Suite 3000
Phoenix, AZ 85004
Telephone: 602-506-5911
Email: Jared.Beard@maricopa.gov

City of Goodyear:

Name: Christina Panaitescu
Title: Grants & Neighborhood Services Supervisor
City Manager's office
Address: 1900 N. Civic Square Drive
Goodyear, AZ 85395
Telephone: 623-882-7804
Email: Christina.panaitescu@goodyearaz.gov

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 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, property damage, or other claims for damages 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, 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, 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, or commissions in connection with this Agreement.

The City and its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, 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, 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, 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 to the other Party a Certificate of Self- Insurance equal to:

General Aggregate	\$2,000,000
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 in performance and/or administration of this Agreement only. 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 2009-09 superseded Executive Order 99-4 and amended Executive Order 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 retain 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 subsections listed above and that the Parties agree to make all papers and employment records of said employee(s) available during normal working hours in order to facilitate such an inspection.

18.0 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.

19.0 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.

20.0 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.

21.0 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.

22.0 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.

23.0 SEVERABILITY

The Parties agree 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.

24.0 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.

25.0 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.

26.0 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 following page]

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

FOR CITY OF GOODYEAR:

FOR MARICOPA COUNTY:

Mayor Date

Clint Hickman, Chairman,
Board of Supervisors Date

Attested to:

Attested to:

City Clerk Date

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 THIS AGREEMENT IS PROPER IN FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO THE CITY OF GOODYEAR 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 THIS AGREEMENT 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 8/1/2023 to 6/30/2024

CONTRACT SERVICE: Arizona@Work Workforce Development

<i>City of Goodyear shared cost is 50% of FTE</i>	11-Month Agreement Cost	MCHSD Cost	City of Goodyear Cost
Total Personnel - 1 FTE @ \$28.90/hr * 1928 total hour	\$ 55,719	\$ 27,860	\$ 27,860
Maricopa County Merit Pay Increase for FY24 - 4%	\$ 2,229	\$ 1,114	\$ 1,114
Total Employee Related Expenses - ¹ ERE = 19.94% + \$13,362	\$ 25,187	\$ 12,593	\$ 12,593
Total Indirect Cost - ² 22.2%	\$ 18,456	\$ 9,228	\$ 9,228
Subtotal	\$ 101,591	\$ 50,795	\$ 50,795

Total Cost for 11-Month for the City of Goodyear **\$ 50,795**

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

² Maricopa County Indirect Rate as allowed by OMB 2 CFR Part 200 requirements

ATTACHMENT A

ITEMIZED SERVICE BUDGET

Effective Dates 7/1/2024 to 6/30/2025

CONTRACT SERVICE: Arizona@Work Workforce Development

<i>City of Goodyear shared cost is 50% of FTE</i>	12-Month Agreement Cost	MCHSD Cost	City of Goodyear Cost
Total Personnel - 1 FTE @ \$30.06/hr * 2080 total hour	\$ 62,525	\$ 31,262	\$ 31,262
Maricopa County Merit Pay Increase for FY25 - 4%	\$ 2,501	\$ 1,250	\$ 1,250
Total Employee Related Expenses - ¹ ERE = 19.94% + \$13,362	\$ 26,598	\$ 13,299	\$ 13,299
Total Indirect Cost - ² 22.2%	\$ 20,341	\$ 10,170	\$ 10,170
Subtotal	\$ 111,964	\$ 55,982	\$ 55,982

Total Cost for 12-Month for the City of Goodyear **\$ 55,982**

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

² Maricopa County Indirect Rate as allowed by OMB 2 CFR Part 200 requirements