Two-Year
Local Workforce Investment Plan
2011 - 2013

WORKFORCE INVESTMENT ACT 1998

Maricopa County Workforce Investment Area

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Introduction

BACKGROUND

The Maricopa Workforce Connections Board has determined that a number of factors necessitate the adoption of a new Two Year Plan effective July 1, 2011. These factors include;

- The transition of the regional economy from severe economic recession to a period of prolonged economic and employment recovery,
- The adoption of a new Strategic Plan by the Arizona Governor's Workforce Policy Council featuring a Sector Strategy approach,
- The creation of the Arizona Commerce Authority to provide more effective economic development efforts across the State,
- The increasing effectiveness of regional economic development organizations in attracting and growing advanced technology manufacturing and renewable energy enterprises,
- The evolution of Maricopa Workforce Connections into a distributed services model provider, using a network of well established Access Points,
- The strengthened regional partnership with Phoenix Workforce Connection which has led to the creation of the Maricopa Human Capital Collaborative (MHCC) and an MHCC Regional Business Services Team,
- MWC's development of system-wide performance metrics and accountability, as well as the implementation of new bench-marking metrics for its Youth Services program,
- The success of the MWC Board's task force model in fostering new levels of innovation and oversight, and
- The probable impact that constrained federal and state resources may have on WIA partner programs' ability to meet jobseeker and business community demand.

In Fiscal Year 2010, as the economic recession accelerated and had yet to reach its full effect, the MWC Board began to plan for an economic and employment recovery. Two task forces were convened, Economic Recovery and Strategic Planning. These two task forces produced a joint report to the MWC Board in June 2010, which became the basis for MWC to reconsider its Two Year Plan. The Joint Task Force Groups found that for an extended period (2-5 years):

- Employment growth will be slow to modest, and will not fully absorb the combination of new workers entering the workforce as well as those who have been displaced,
- Employment recovery has begun in selected sectors (manufacturing, warehousing and transportation) and the federal emphasis on solar and green technologies was showing early promise for near term employment, however there is little trend data suggesting broader employment recovery at that time. It is extremely difficult to forecast the point at which other sectors, such as services and FIRE, will show employment growth.
- Long-term unemployment represents a large potential barrier to re-employment.
- At risk populations (i.e.: low income, low education, low skill, formerly incarcerated, minority youth, persons with disabilities) will face steeper challenges in finding employment due to the limited employment market and the discontinuation and/or reduction in state funded assistive services.
- The overall quality of the regional workforce is unlikely to change significantly, which combined with the overall lack of state-funded economic development incentives, will inhibit the region's competitiveness in attracting new businesses and industries.

In January 2011, the MWC Board convened its Two Year Plan Task Force to build on the preliminary work of the Strategic Planning and Economic Recovery Task Force groups and produce a new Two Year Plan that will position MWC to contribute maximum value to the business community, the economic development community, and jobseekers during a forecast period of slow to moderate, and inconsistent, economic and employment recovery.

MWC VISION
All Maricopa County residents will have opportunities to achieve maximum employment return on their skills, education and potential. All MWC business customers will realize enhanced competitiveness from our services.

MWC VALUE PROPOSITION

1. For the citizens of Maricopa County who require access to economic opportunity, MWC provides education, employment, transportation and other assistive services that promote the development of competitive businesses, self reliant citizens and families, and enable everyone to participate in improving their quality of life.

    a. Performance Indicators
        i. Number of Jobseekers Credentialed
        ii. Number of Jobseekers Placed into Employment

2. For the businesses of Maricopa County that require access to a qualified workforce, MWC provides facilities, partnerships and customized recruiting and training services to enable competitiveness.

    a. Performance Indicators
        i. Number of Businesses Engaged
        ii. Number of Successful Placements Retained

3. For the economic development community in Maricopa County that requires effective workforce services as a tool for business attraction and expansion, MWC provides customized business solutions to facilitate workforce training and recruitment.

    a. Performance Indicators
        i. Number of Locate/Expansion Opportunities in which MWC is Solicited to Participate
        ii. Number of Successful Locates/Expansions from (i) Above

MWC 2011-2013
The Maricopa Workforce Connections Board envisions the following organizational enhancements in the coming two years;

- A Truly Regional Workforce System Led by PWC and MWC
- MWC Recognized for Excellence in Serving Special Populations (Youth, Veterans, Mature Workers, Ex-Offenders and Persons with Disabilities)
- High Performance in Targeted Business Sectors

    - Having Services for Certification of Workforce and Advanced Programs in Each Sector
    - Partnering with Employers in Each Sector
    - Creating Regional Advisory Councils for Each Sector
    - Aligning Metrics Under Each Sector

- Partnering with Other Government Agencies and Contractors
- Emphasis on Remedial Math and Reading for Undereducated Job Seekers
- A Reduced Cost Training Delivery System

SITUATION ANALYSIS -- CRITICAL ISSUES
Growth and Changing Demographics
MWC serves job seeking citizens across the County who generally share the characteristic of being “at risk”. This characteristic may manifest itself in different ways such as income status, health status, mobility status, educational status or other special needs. The pre-recession rapid growth of Maricopa County’s population and the post-recession projection that this growth will continue will result in increased

demand for MWC's services. While rates of poverty remain relatively stable due to growth, the absolute number of people requiring assistance continues to expand. Also of significance are the aging population and the trend towards a growing number of single adults and single heads-of-household. Wage growth has not kept pace with national trends in other major urban/metro areas and the number of households living "at the margin" (slightly above low-income) is rising.

Early 2010 Census data indicate a dynamic surge in the growth of Hispanic populations.

In 2007 sixty percent of MWC's WIA job seeking clients were female. In 2010 that number had dropped to forty-five percent. Thirty percent of MWC's job seeking customers report annual household incomes less than $15,000 per year. Fifty-one percent report household incomes of less than $30,000 per year. Eighteen percent of MWC's WIA jobseekers report that at least one member of the household is disabled, and twenty-seven percent report that at least one member of the household is a veteran. Twenty-three percent have a high school education or less, which is significantly higher than the general population where forty percent have a high school education or less.

SOURCES OF FUNDING

MWC derives its financial support primarily from WIA federal pass through funding.

Recent trends in federal spending for social programs have not kept pace with the growing demand for services nationally. In fact, the most recent appropriations for WIA funding have been flat, excluding ARRA funding. Further compounding the funding issue for MWC is the observation that generally the State of Arizona receives less federal funding per capita designated for social service programs than similarly populated states. State support for social services programs is declining sharply and is forecast to remain low for the plan period.

DEMOGRAPHICS

HOUSEHOLDS AND FAMILIES: In 2009 there were 1.4 million households in Maricopa County. The average household size was 2.9 people.

Families made up 67 percent of the households in Maricopa County. This figure includes both married-couple families (49 percent) and other families (17 percent). Nonfamily households made up 33 percent of all households in Maricopa County. Most of the nonfamily households were people living alone, but some were composed of people living in households in which no one was related to the householder.

NATIVITY AND LANGUAGE: Sixteen percent of the people living in Maricopa County in 2009 were foreign born. Eighty-four percent were natives, including 36 percent who were born in Arizona.

Among people at least five years old living in Maricopa County in 2009, 28 percent spoke a language other than English at home. Of those speaking a language other than English at home, 80 percent spoke Spanish and 20 percent spoke some other language; 42 percent reported that they did not speak English "very well."

GEOGRAPHIC MOBILITY: In 2009, 79 percent of the people at least one year old living in Maricopa County were living in the same residence one year earlier; 16 percent had moved during the past year from another residence in the same county, 1 percent from another county in the same state, 3 percent from another state, and 1 percent from abroad.

EDUCATION: In 2009, 85 percent of people 25 years and over had at least graduated from high school and 28 percent had a bachelor's degree or higher. Fifteen percent were dropouts; they were not enrolled in school and had not graduated from high school.

The total school enrollment in Maricopa County was 1.1 million in 2009. Nursery school and kindergarten enrollment was 122,000 and elementary or high school enrollment was 699,000 children. College or graduate school enrollment was 267,000.

DISABILITY: In Maricopa County, among people at least five years old in 2009, 10 percent reported a disability. The likelihood of having a disability varied by age - from 3 percent of people 5 to 15 years old, to 8 percent of people 16 to 64 years old, and to 35 percent of those 65 and older.

INDUSTRIES: In 2009, for the employed population 16 years and older, the leading industries in Maricopa County were educational services, and health care, and social assistance, 20 percent, and professional, scientific, and management, and administrative and waste management services, 13 percent.

OCCUPATIONS AND TYPE OF EMPLOYER: Among the most common occupations were: management, professional, and related occupations, 35 percent; sales and office occupations, 28 percent; service occupations, 19 percent; construction, extraction, maintenance, and repair occupations, 9 percent; and production, transportation, and material moving occupations, 9 percent. Eighty-two percent of the people employed were private wage and salary workers; 12 percent was federal, state, or local government workers; and 6 percent was Self-employed in own not incorporated business workers.

TRAVEL TO WORK: Seventy-six percent of Maricopa County workers drove to work alone in 2009, 12 percent carpooled, 2 percent took public transportation, and 4 percent used other means. The remaining 5 percent worked at home. Among those who commuted to work, it took them on average 25.2 minutes to get to work.

INCOME: The median income of households in Maricopa County was $53,255. Eighty-one percent of the households received earnings and 16 percent received retirement income other than Social Security. Twenty-five percent of the households received Social Security. The average income from Social Security was $16,313. These income sources are not mutually exclusive; that is, some households received income from more than one source.

POVERTY AND PARTICIPATION IN GOVERNMENT PROGRAMS: In 2009, 15 percent of people were in poverty. Twenty-two percent of related children under 18 were below the poverty level, compared with 7 percent of people 65 years old and over. Eleven percent of all families and 25 percent of families with a female householder and no husband present had incomes below the poverty level.

POPULATION OF Maricopa County: In 2009, Maricopa County had a total population of 4.0 million - 2.0 million (50 percent) females and 2.0 million (50 percent) males. The median age was 33.6 years. Twenty-seven percent of the population was under 18 years and 11 percent was 65 years and older.

For people reporting one race alone, 82 percent was White; 5 percent was Black or African American; 2 percent was American Indian and Alaska Native; 3 percent was Asian; less than 0.5 percent was Native Hawaiian and Other Pacific Islander, and 6 percent was some other race. Three percent reported two or more races. Thirty-two percent of the people in Maricopa County were Hispanic. Fifty-seven percent of the people in Maricopa County were White non-Hispanic. People of Hispanic origin may be of any race.

HOUSING CHARACTERISTICS: In 2009, Maricopa County had a total of 1.6 million housing units, 14 percent of which were vacant. Of the total housing units, 70 percent was in single-unit structures, 25 percent was in multi-unit structures, and 5 percent was mobile homes. Forty-four percent of the housing units were built since 1990.

HOUSING COSTS: The median monthly housing costs for mortgaged owners was $1,597, non-mortgaged owners $398, and renters $911. Forty-one percent of owners with mortgages, 13 percent of owners without mortgages, and 52 percent of renters in Maricopa County spent 30 percent or more of household income on housing.

ECONOMIC CONDITIONS

Maricopa County has been cited by the U.S. Bureau of Labor Statistics as one of the hardest hit metropolitan regions in the nation by the recession. The region lost an estimated 200,000 to 250,000 jobs. Employment recovery has begun, but this recovery has been weak and uneven. Full employment recovery is not projected to return to the region until 2015 at the earliest.

Most economists are predicting continued slow-to-moderate growth for the Arizona economy, a growth rate of 2-3% is likely for the period 2011-2013.

The University of Arizona is the only economic resource predicting employment recovery through 2013.

Economic and Business Research Center
Eller College of Management
Forecast as of 12/1/2010
Employment in (000's) Phoenix/Mesa/Scottsdale

Employment	2011	2012	2013	2014
Non Farm	1,706.1	1,738.5	1,709.8	1,858.1
% Change		1.9%	3.0%	3.8%
Construction	71.7	73.1	78.0	90.6
% Change		**2.0%**	**6.8%**	**16.1%**
Manufacturing	114.2	118.2	122.8	124.3
% Change		3.2%	3.5%	3.9%
TT & Utilities	358.0	376.6	379.2	393.6
% Change		2.7%	3.2%	3.8%
Information	27.3	29.2	28.8	28.4
% Change		6.9%	-1.3%	-1.4%
Prof & Bus Serv	281.6	282.6	291.3	303.4
% Change		**0.4%**	**3.1%**	**4.2%**
Leisure & Hosp	173.2	176.9	182.1	188.2
% Change		**2.1%**	**2.9%**	**3.4%**
Government	230.8	230.7	233.8	238.4
% Change		**0.0%**	**1.3%**	**2.0%**

Recent reports from the Society of Human Resource Management and the National Association for Business Economics indicate increasing optimism concerning near term job growth nationally and in the central region of Maricopa County. This level of optimism is not yet robust as these reports also contain qualifying information regarding the overall fragility of the economy and threats posed by inflation, energy costs, materials costs and global uncertainties.

STATE INITIATIVES

Several initiatives are underway that will impact MWC operations.

- The Governor's Council on Workforce Policy will implement its Sector Based Strategic Plan in 2011.
- The Department of Economic Security will replace the VOS system in 2011.
- The State of Arizona is facing a severe budget deficit for the next two years.

Section 1: Plan Development

Describe the involvement of the Chief Local Elected Official (CLEO), the Local Workforce Investment Board (LWIB) and stakeholders in the development of the Plan.
The planning process was initiated in 2010 by two MWC Task Force groups, Economic Recovery and Strategic Planning. These task force groups produced a report that was accepted by the MWC Board in 2010. Subsequently, the MWC Board convened a Two Year Plan Task Force to rewrite the MWC plan using the findings of the Economic Recovery and Strategic Planning Task Forces.

The Two Year Plan Task Force met with MWC staff on four occasions during 2011. Its work product, a draft Two Year Plan was reviewed by the MWC partners and the MWC Youth Council prior to being submitted to the MWC Board.

The MWC Board passed the draft Two Year Plan and published the document for public comment. Following the public comment period, any comments and suggested changes were presented to the MWC Executive Committee and the MWC Board for consideration.

The final Two Year Plan was approved by the MWC Board and sent to the Maricopa County Board of Supervisors for approval.

Describe the process used to make the Plan available to the public, as well as key stakeholders, and the outcome resulting from review of public comments. Describe measures taken to include or address all comments received within the review period.
Public comment on the MWC plan was invited through public notice printed in the *Arizona Business Gazette* the *Phoenix Business Journal* and the *East Valley Tribune* **See Appendix A.** Copies of the draft Plan were made available for public inspection at MWC's One-Stop locations and Maricopa County Human Services Department, 234 N. Central Avenue, Phoenix, Arizona 85004. Additionally, the draft Plan was placed on the MWC website for download and public comment was invited by email. No public comments were received for consideration. Any actions taken or not taken based on public comment would have been reported to the MWC Executive Committee and Full Board. **See Appendix B.**

Section 2: Governance Structure

Describe the involvement of the Chief Local Elected Official (CLEO), the Local Workforce Describe the role of the Chief Local Elected Official (CLEO) in the governance and implementation of WIA in the local area.

The Maricopa County Board of Supervisors appoints the members of the MWC Board. Operational authority for contracts and other administrative matters passed by the MWC Board are subject for approval by the Maricopa County Board of Supervisors.

Identify the entity responsible for the administrative functions in the delivery of WIA services. Provide contact information for the administrative entity and a copy of the agreement between the CLEO and the administrative entity reflecting the designation and responsibilities.

The entity responsible for the administrative functions in the delivery of WIA services is the Maricopa County Human Services Department. **See Appendix C.**

Identify the entity responsible for the disbursal of grant funds, as determined by the CLEO.

The entity responsible for the disbursement of WIA grant funds is the Maricopa County Human Services Department. **See Appendix C.**

Identify the One-Stop Operator. Describe the process for selection and the relationship of the One-Stop Operator to the LWIB.

The Maricopa County Human Services Department Workforce Development Division is the MWC One-Stop Operator. During the Memorandum of Understanding process meetings on October 14 & 21, 1999, the entities designated to be One-Stop partners through the WIA legislation discussed and decided unanimously that the Maricopa County Workforce Development Division will act as the One-Stop Operator for the existing One-Stop sites. On November 10, 1999, Maricopa Workforce Connections (MWC) Board approved the role of a One-Stop Operator with the understanding an operator is responsible for facilities and equipment management, data collection regarding One-Stop center operations, and coordination of all center activities and services. **See Appendix C.**

Provide an organizational chart that delineates the relationship between the agencies involved in the workforce development system, including the CLEO, administrative entity, fiscal entity, One-Stop Operator and the required/optional One-Stop partner programs and lines of authority. See Appendix F.

Section 3: Economic Indicators

Describe the involvement of the Chief Local Elected Official (CLEO), the Local Workforce
Describe the role of the Chief Local Elected Official (CLEO) in the governance and implementation of WIA in the local area.

Provide a detailed analysis of the local economy, the labor pool and labor market. The LWIB should use LMI resources such as the *Training and Education Research Model (TERM), County Indicators for Arizona,* etc. The analysis must include:

1. **The current makeup of the local economic base by industry.**
2. **Industries and occupations most critical to the Local Workforce Investment Area (LWIA) and which occupations are expected to grow or decline in the short term and over the next decade.**

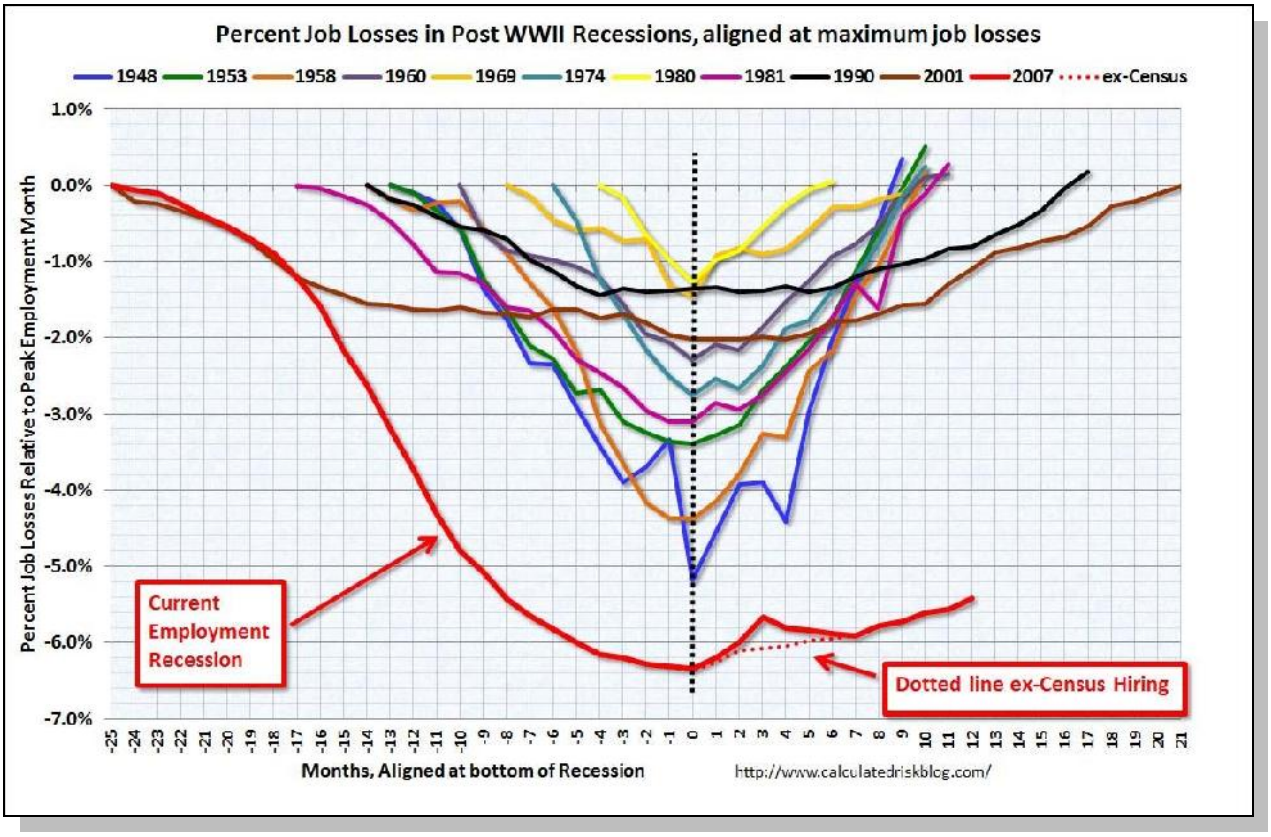
Maricopa Workforce Connections relies on a variety of economic and labor market information sources on a continuous basis to assess the regional employment dynamics of the State of Arizona and Maricopa County.

These sources include, but are not limited to:

- Arizona State University
- Arizona Workforce Informer
- The University of Arizona
- The Arizona Commerce Authority
- The Institute of Supply Management
- The Federal Reserve Beige Book
- The Greater Phoenix Economic Council
- The Phoenix Business Journal
- The New York Times
- The Washington Post
- The Arizona Republic
- The Maricopa County Community Colleges Workforce Center
- The U.S. Bureau of Labor Statistics
- The U.S. Census
- The Los Angeles Times
- The Wall Street Journal
- Bloomberg News
- Maricopa County
- State of Arizona Research Center
- Society of Human Resource Management
- National Association of Business Economics

2011-2013 - A Period of Economic Recovery

One graphic summarizes the effect of the recent recession on employment.



On January 9, 2009, President-Elect Obama's transition team produced a report in support of pending economic recovery legislation (ARRA) which was then being debated in the U.S. Congress.

That report, entitled "*The Job Impact of the American Recovery and Investment Plan*" stated the following; "Because it takes time to carry out new spending programs authorized by legislation, we expect the jobs created by spending on infrastructure, education, health and energy to be concentrated in 2010 and 2011."

With respect to the overall recovery, this prediction, in hindsight, seems prescient. Employment recovery is underway, but it has proven weak and unsteady in the early stages of the recovery period. The economic collapse, triggered in large measure by a steadily weakening auto industry and compounded catastrophically by problems in the housing and financial services sectors, has been the broadest and deepest recessionary cycle in decades.

Economic recovery and an associated employment recovery were forestalled by a number of factors. Principally, however, the severe tightening of credit combined with slow consumer spending and the unprecedented rates of foreclosures have been responsible for much of the economic damage. More recently, rising energy and other commodity prices have threatened to prolong the recovery. Manufacturing is the lone bright spot showing 20 consecutive months of expansion.

Regionally, Maricopa County has been one of the hardest hit in the nation during this recession. The County has consistently ranked among the top five in home foreclosures, and at or near the top in percentage of job losses. The State of Arizona has ranked last in the nation in job creation.

Indicators that the recession was beginning to subside in Arizona first appeared in late 2009. Job losses began to moderate, the rate of foreclosures began to fall, home sales increased and the manufacturing sector was the first to show a growth in economic activity.

In recent months, a number of indicators, most notably the Institute for Supply Management's Index, have been favorable. This trend is just beginning to translate into new hiring as the remarkable gains in productivity associated with the recession are easing and the need to add workers to satisfy demand becomes necessary.

Indeed, empirical evidence at Maricopa Workforce Connections supports the national data as more businesses are making contacts regarding new hires. Many of these openings however are for contract, rather than permanent positions.

The consensus, however, among the leading economists in the State suggests that full pre-recession employment recovery will not occur in Arizona until 2015 at the earliest. This assumption seems quite reasonable, and thus suggests a sustained economic recovery role for Maricopa Workforce Connections.

GPEC Strategy:

Looking forward in the near term, job creation in Maricopa County will hinge largely on the efforts of the economic development community to attract new employers. This challenge has been made more promising by the creation of a state-wide incentive program. GPEC will be focusing generally on solar technologies and biotechnology in its FY11 plan and beyond. Additionally, GPEC's member communities have their own agendas for economic growth as follows:

Apache Junction

Business services; environmental technologies research and manufacturing; standard and advanced manufacturing; regional and corporate centers; medical institutions; mining support facilities; resort/tourist-oriented development; filmmaking (location shooting)

Avondale

Advanced Business services; renewable energies; BIO/life sciences; advanced manufacturing; high-tech/information technology; recreation; sports; tourism

Buckeye

Advanced business services (insurance and financial services); bioscience (medical devices and pharmaceuticals); high tech (data center and services); environmental technology / sustainability; standard manufacturing; medical and educational institutions; transportation/distribution

Chandler

Advanced Business Services; corporate/regional headquarters, high-tech electronics and software development; aerospace/aviation and advanced materials; biosciences and sustainability

Fountain Hills

Advanced business services; life science; high-tech/IT; renewable energy; post-secondary institutions, tourism

Gilbert

Advanced financial/business services; high-tech/software (R&D, data center and services); high-tech/next generation electronics; aerospace R&D/aviation; bioscience (research, drug development, treatment, medical diagnosis); corporate/regional headquarters; sustainability (environmental); advanced material/plastics

Glendale

Aviation/aerospace; software development; sports and entertainment; high-tech consultants; research and development; defense; financial services and insurance headquarters; resorts; healthcare and medical services; engineering and architectural

Goodyear

Advanced financial/business services; high-tech electronics and software development; aerospace/aviation; advanced materials; biosciences (treatment, medical diagnostics, research) and senior industries; food, fiber and natural products; transportation/distribution; standard manufacturing; environmental technology; sustainability

Maricopa (City)

Business services and software; high-tech electronics; aerospace and advanced materials; agri-bio; transportation/distribution; standard manufacturing; environmental technology

Maricopa County

Food, fiber and natural products; transportation/distribution; standard manufacturing; environmental technology

Mesa

Primary Target Industries: Healthcare, Education, Aerospace and Tourism
Secondary target industries: Advanced business services, regional and corporate centers, environmental technology, research & development, bioscience, sustainability

Peoria

Business services; information technology; healthcare technology and advanced medical services; educational institutions; standard manufacturing; environmental technology

Phoenix

Business services and software; high-tech electronics; aerospace/aviation; advanced materials; bioscience and senior industries; food, fiber and natural products; transportation/distribution; advanced manufacturing; standard manufacturing; environmental; sustainability

Queen Creek

Aerospace and aviation; health and wellness; advanced financial/business services; arts, culture and experience; education

Scottsdale

Advanced business services (financial services); bioscience (research, drug development, treatment, medical products); high-tech/software; sustainability (environmental); corporate/regional headquarters

Surprise

Environmental technology; advanced medical services; biotech; education and healthcare; transportation and distribution

Tempe

Advanced business services (financial services); high tech/software (R&D, data center and services); high-tech/next generation electronics; aerospace R&D/aviation; bioscience (research, drug development, treatment, medical diagnostics); corporate/regional headquarters; sustainability (environmental); advanced materials/plastics; senior industries

Tolleson

Aerospace and advanced materials; food, fiber and natural products; transportation/distribution; standard manufacturing; environmental technology; sustainability

Wickenburg

Transportation/ distribution; standard manufacturing; environmental technology; food, fiber & natural products; advanced business services

Overall, it is forecast that the GDP will increase by 3% in 2011. Currently, MWC is seeing some employment growth in distribution and warehousing, solar manufacturing, and other light manufacturing. Small business growth has been weak and inconsistent. Federal tax incentives aimed at spurring small

business growth and hiring have had limited effect. The healthcare sector shows some longer term promise for employment growth, but the near term, with the exception of very high skill positions, appears limited. Recent budget cuts from the State of Arizona will negatively impact health care hiring.

Statewide, the Arizona Commerce Authority is reporting employment gains in nine of eleven sectors. However these gains remain very modest.

Forecasting the nature of an economic recovery both nationally and regionally remains very difficult. It is clear that, pending any unforeseen complications (such as the potential impact of a commercial real estate collapse), that the bottom of the current employment cycle was reached in December 2010.

In the near term, alternative energy production and green technologies enjoy federal support and investment. The regional marketplace is responding as the State is well positioned to participate in this growth sector. Other types of federal spending will continue to underlie short term economic growth, insofar as consumer spending will possibly lag for months if not longer. Thus, defense-based industries and other federal contractors and their suppliers may serve as the foundation for economic growth in the region.

The landscape of factors (demographic, legislative/policy, and marketplace) that impact MWC's planning has also changed as dramatically as the economy over the past two years.

While many planners and demographers still envision dramatic long term population growth for the State of Arizona, and the MWC region – the short term reality challenges, or at least interrupts, some of these assumptions. During the recessionary cycle, the State's population growth stalled. This occurred in large measure to the near cessation of in-state migration as well as a growing exodus of undocumented persons and families.

The economic circumstances of the general population have become more tenuous. Record numbers of Arizonans have enrolled to receive various forms of public and charitable assistance, overwhelming the State's ability to meet the demand.

Nearly ¼ of Arizonans are "baby boomers", many of whom are delaying retirement due to economic necessity and/or the need to retain health care coverage.

The long and deep recessionary cycle has resulted in significant numbers of people remaining unemployed for well over one year. This growing group faces the erosion of their skill base, and will likely be the last cohort to benefit from an economic recovery.

The ongoing efforts to improve educational outcomes, both graduation rates and quality, are having only marginal effects. While community college enrollments have increased the near to mid-term outlook for enhancing the educational quality of the regional workforce remains static. Tuition costs are increasing, making baccalaureate degrees less affordable.

The core component skills required for a post recession economic/social reset, will most likely favor the young and the well educated. This trend is one repeated in prior post recessionary periods as new methods of production and technologies were introduced that fueled economic growth. Those left at the margins will increasingly include older workers, the poor and disadvantaged, and the poorly educated.

Federal funding for programs that comprise the workforce system has remained flat, with the exception of one-time ARRA stimulus funding. The reauthorization of the Workforce Investment Act, long overdue, does not seem likely in the near term. The Department of Labor is looking to spur innovation within the workforce system through the use of grants, rather than formula funding.

Significant changes have begun to occur that will shape the post-recession social landscape. Rather than decelerating, communications technology has instead, accelerated during the recessionary period. This continued revolution will have possibly profound impacts upon the ways people learn and work on the next decade.

Home ownership may be disappearing as a core component of the American Dream. Home rentership may become the new norm with people looking to live closer to work and amenities.

The role of government is changing which may redefine the social compact that has existed between citizens and government since the New Deal. Health care reform, financial reform, energy reform and other measures may have impacts that last for more than a generation. Additionally, congressional leaders are showing more and more hesitancy towards extending safety net benefits signaling a possible transitionary period.

Employment

Annual employment revisions recently issued by the U.S. Bureau of Labor Statistics had previously indicated improving labor market conditions as the year ended 2010. But the new revisions showed Arizona lost jobs in every month in 2010 (compared to the same month of 2009). For the year, Arizona employment was down by 51,900 jobs, or 2.1 percent from 2009, marking the third consecutive year of job losses. Since December of 2007 (the start of the national recession) to December of 2010, the state lost 309,000 jobs, a decline of 11 percent in nonfarm employment.

Compared to all other states, Arizona ranked 49th in 2010, based on percentage change in employment. Arizona was 49th also in 2009 and 46th in 2008, after ranking first in the nation in 2006. Neighboring Nevada was in 50th position in both 2010 and 2009.

The hardest-hit industry in Arizona in 2010 again was construction, down by 17,600 workers, a drop of 13.7 percent from 2009. Since peaking at 248,000 workers in summer of 2006, construction has lost 140,000 jobs. The construction industry accounted for more than 9 percent of all jobs in Arizona in 2006, but by 2010, the proportion of construction jobs had fallen to 4.6 percent, the lowest share since 1945.
State and local governments shed 9,900 jobs in Arizona last year, to become a second leading source of job losses. The most Arizona jobs added in an Arizona industry were in health care (5,300).

A scan of the most recent data supports the conclusion that economic recovery in Arizona is still trying to gain traction with little headway so far. Most measures remain near their low points after bouncing along the bottom during the past year. In short, the economy has yet to break to the upside, and remains close to the bottom of this business cycle.

With mobility restrained by housing economics, we expect a much slower recovery in employment as well. We expect the economy to create a little less than 20,000 jobs in 2010 year and roughly 30,000 in 2011. Both government and construction payrolls will decline both years. Trade, health care, and professional and business services will lead but with small gains.

Identifying the industry clusters and sectors most critical to the local economy is important to successfully maintain economic sustainability and to effectively prepare the necessary workforce. The Phoenix region contains several industries that are critical to the economic stability of the region. The sectors that have been identified as most crucial to the local economy include:

- Advanced Communication and Information Technology
- Aerospace/Defense
- Biosciences and Healthcare
- Construction
- Solar, Sustainable and Green Manufacturing

Labor Pool

Data for Arizona show that the five most populous incorporated places and their 2010 Census counts are Phoenix, 1,445,632; Tucson, 520,116; Mesa, 439,041; Chandler, 236,123; and Glendale, 226,721. Four of these five communities are located in Maricopa County. Phoenix grew by 9.4 percent since the 2000 Census, Mesa grew by 10.8 percent, Chandler grew by 33.7 percent, and Glendale grew by 3.6 percent.
The largest county is Maricopa, with a population of 3,817,117.

The University of Arizona estimates the available labor force in the Phoenix-Mesa metropolitan region at 2.12 million in December 2010. Of that total, 1.941 million were employed. The primary employment sectors include Professional and Business Services (283.5 thousand), Retail Trade (219.7 thousand), State and Local Government (215.8 thousand), Health Care and Social Assistance (199.7 thousand), Food Services (124.8 thousand) and Finance and Insurance (103.2 thousand).

The regional workforce is educationally unbalanced.

- With Bachelor's Degree or Higher 27.2%
- With Some College or an AA Degree 31.3%
- With a High School Diploma or Less 41.5%

MWC does not foresee and substantial change in this educational unbalance through the mid-decade.

Traditionally, the region has relied on in-migration for higher caliber talent. This in-migration has stalled due to the housing crisis. The region's public school systems still labor to exceed 75% graduate rates from its high schools. The long term risk for the regions' economic recovery rests in an undereducated workforce.

MWC sees this phenomenon playing out now. The hardest to place jobseekers are most often the undereducated, or those who have barriers related to a lack of education, and their numbers are steadily rising.

Of note, the Hispanic/Latino population of Maricopa County continues to grow both in absolute numbers and proportionately relative to the balance of the population. The 2010 Census indicates that nearly 30% of all county residents are of Hispanic/Latino descent, as compared to 35% in the 2000 Census.

Trends in the Labor Marketplace

The regional economy is still many months away from a sufficient growth rate that will absorb both displaced workers as well as new entrants into the job market. This, combined with an initial employment recovery trend among major employers to hire temporary/contract workers rather than permanent employees, creates a strong buyers' market.

MWC sees this trend playing out in increased demand from employers for specific industry-recognized certifications. Employers have also become increasingly selective in their hiring practices and patterns. Older uneducated workers, persons with disabilities, persons with criminal backgrounds, young workers with minimal education, training and living in poverty, persons with financial difficulties and other similar classes of jobseekers are and will continue to be, at a significant competitive disadvantage.

Section 4: Planning and Evaluation

Describe the Arizona Workforce Connection system in your LWIA. Provide strategic information about availability and coordination of Arizona Workforce Connection services including:

Number and type of sites (i.e.: comprehensive, affiliate, electronic access) and site locations.

Maricopa County's two comprehensive One-Stop Centers (Gilbert and West Valley) are strategically located in urban areas that are easily accessible by freeway and public transportation. The West Valley Career Center (32,710 sq.ft.) is located just east of the City of Avondale, near the intersection of Interstate 10 and the 101. The Gilbert Career Center (23,500 sq.ft.) is located in the City of Gilbert, and is easily accessible from the U.S. 60 or the Santan Freeway.

Affiliate sites are located in Mesa (Department of Economic Security Office) and Scottsdale (Vista Del Camino Center) within multipurpose facilities which offer a variety of programs and serve large numbers of individuals. A growing number of community and faith-based Access Points are located throughout Maricopa County, providing basic job search skills training and employment leads to individuals in their own communities. In the rural areas of Maricopa County, One-Stop services may be electronically accessed through the Human Services Department's Community Action Program offices located in 10 communities. The use of internet-based service delivery enables access to services on a 24/7 basis. WDD's website, *www.maricopaworkforceconnection.com* contains information for both job seekers and business customers and provides a direct link to Virtual One-Stop (VOS) as well as links to other resources.

To ensure consistency of services, WDD and its partners offer a "Menu of Services" that includes all core services offered by partner programs. To promote seamless service integration, the menu does not identify programs or agencies, only services offered. Staff from several partner agencies has been cross-trained to provide information on all services. They provide assistance at the reception desk, the VOS registration area, computer lab and conduct daily orientations.

MWC has partnered with DES Vocational Rehabilitation Services to create computer labs in both comprehensive career centers equipped with state of the art assistive technology to allow ease of access to computer-based services for individuals with disabilities. Bilingual staff is available to serve individuals with language barriers. Workshops and group guidance sessions are conducted in Spanish as needed. MWC has organized Rapid Response in Spanish and other languages for employers with a substantial number of non-English speakers.

Comprehensive Sites:

735 N Gilbert Rd. Suite 134
Gilbert, AZ 85234
Phone: (602) 372-9700

1840 N. 95th Avenue, Suite 160
Phoenix, AZ 85037
Phone: (602) 372-4200

Affiliate Sites:

Department of Economic Security
163 N. Dobson Rd.
Mesa, AZ 85201
Phone: (480) 962-7678

Vista Del Camino
7700 E. Roosevelt
Scottsdale, AZ 85257
Phone: (480) 312-2323

Factors used to assess the effectiveness of such configuration. Include factors for determining a location's business hours and types of services offered.

The Gilbert and West Valley Career Centers' normal hours of operation are 8 a.m. to 5 p.m. Monday through Friday. The Centers are opened occasionally during weeknights and weekends for meetings and special recruiting events. The West Valley Career Center has hosted an evening IBEST class in which students work simultaneously to earn a Graduate Equivalency Diploma and a basic electrical certification. This increases work readiness, and increases the likelihood that the student will continue educational endeavors. The Gilbert Career Center has hosted a number of youth, financial aid and educational seminars in the evening and weekends.

All One-Stop partner staff work in an open office environment. One-Stop operations are coordinated by a site manager. Each One-Stop facility holds regularly scheduled meetings of the partners to evaluate performance, share information and improve operations.

Each comprehensive One-Stop Center features a large public computer access area, workshop rooms and classrooms, generous space for business services and recruiting/employment events, skills assessments, youth and adult education space, and office space for One-Stop partners.

In addition, the Gilbert Center offers veterans services through DES. The West Valley Career Center provides services through the Elijah Wong Veterans Center, a comprehensive center within the One-Stop that provides DES Veterans Services, and a WIA Career Guidance Specialist. Gilbert Center offers youth services through Goodwill and Phoenix Job Corp. The West Valley Career Center provides youth services through a Youth Services Center within the One-Stop. This center offers the services of Arizona Call-A-Teen Youth Resources (ACYR) including GED classes on-site, Phoenix Job Corps, and Las Artes de Maricopa.

The MWC Standing Partners Committee, consisting of all standing WIA partners, convenes quarterly to review the workforce system as a whole and its direct impact on an operational scale in the one-stops. This includes a review of the process of services rendered, roles and responsibilities of staff, training opportunities, and other operational issues. The objective is to streamline services to make them accessible and useful to both businesses and job seekers.

CAP OFFICES - ELECTRONIC ACCESS ONLY:

Updated June 2011

AVONDALE COMMUNITY ACTION PROGRAM
1007 South Third Street
Avondale, Arizona 85323
Phone: (623) 333-2700 Fax: (623) 478-3807

GILA BEND COMMUNITY ACTION PROGRAM
202 North Euclid Street
PO Box 439
Gila Bend, Arizona 85337
Phone: (602) 252-3186 Fax: (602) 258-7241

NORTH WEST SERVICE AREA COMMUNITY ACTION PROGRAM
8335 West Jefferson
PO Box 176
Peoria, Arizona 85380
Phone: (623) 979-3911 Fax: (623) 878-8221

SOUTH EAST SERVICE AREA COMMUNITY ACTION PROGRAM
650 North Arizona
Chandler, Arizona 85225
Phone: (480) 963-4321 Fax: (480) 821-0997

TOLLESON COMMUNITY ACTION PROGRAM
9555 West Van Buren
Tolleson, Arizona 85353
Phone: (623) 936-7111 Fax: (623) 936-4252

BUCKEYE COMMUNITY ACTION PROGRAM
201 East Center Avenue
Buckeye, Arizona 85326
Phone: (623) 349-6615 Fax: (623) 349-6610

GUADALUPE COMMUNITY ACTION PROGRAM
9241 South Avenida del Yaqui
Guadalupe, Arizona 85283
Phone: (480) 730-3093 Fax: (480) 505-5383

SCOTTSDALE COMMUNITY ACTION PROGRAM
7700 East Roosevelt
Scottsdale, Arizona 85257
Phone: (480) 312-2323 Fax: (480) 312-7715

TEMPE COMMUNITY ACTION PROGRAM
2150 East Orange
Tempe, Arizona 85281
Phone: (480) 350-5880 Fax: (480) 350-5894

WICKENBURG COMMUNITY ACTION PROGRAM
255 North Washington
Wickenburg, Arizona 85390
Phone: (928) 684-7894 Fax: (928) 684-7897

Access Points

BUCKEYE

Buckeye Outreach for Social Services
501 E. Mahoney St.
Buckeye, AZ 85326
623-386-6365

CHANDLER

City of Chandler Library
22 S. Delaware St.
Chandler, AZ 85225
480-782-2800

Nehemiah House
943 E. Waterview Place
Chandler, AZ 85249
602-295-8731

GLENDALE

Fresh Start Community Services
(specializing in ex-offenders)
7206 N. 55th Ave., Ste. 101
Glendale, AZ 85301
623-931-2801

Glendale Community College
6000 W. Olive Ave.
Glendale, AZ 85302
623-845-3283

Greater Love Ministries
7317 N. 61st Ave.
Glendale, AZ 85301
623-570-2304

MESA

A New Leaf
(La Mesita Shelter)
2254 W. Main St.
Mesa, AZ 85201
480-834-8723 x3209

City of Mesa
(Library)
64 E. First St.
Mesa, AZ, 85201
480-644-2207

House of Refuge Center
(Shelter)
6935 E. Williams Field Road
Mesa, AZ 85212
480-988-9242 ext 15

Impacted for Purpose Ministries
4210 E. Main St., Suite 11
Mesa, AZ 85205
480-491-2878

Lutheran Social Services of the Southwest
1525 N. Power Road
Mesa, AZ 85205
480-284-1081

Mesa Community College
1833 E. Southern Avenue
Mesa, AZ 85202
480-461-7592

PEORIA

City of Peoria (Library)
8653 W. Monroe St.
Peoria, AZ 85345
623-773-7555

PHOENIX

Arizona Center for Responsible Fatherhood
700 W Campbell Road, Ste. 3
Phoenix, AZ 85013
602-234-3941 ext. 12

Emmanuel Church of God in Christ
1537 W. Buckeye Road
Phoenix, AZ 85007
480-940-9859

FIBCO Family Services, Inc.
1141 E. Jefferson St.
Phoenix, AZ 85034
602-385-3902

First New Life Missionary Baptist Church
1902 W. Roeser Road
Phoenix, AZ 85041
602-276-4085

Focus Employment Services
2345 E. Thomas Rd. #412
Phoenix, AZ 85016
602-312-1045

Gateway Community College
108 N. 40th Street
Phoenix, AZ 85034
602-286-8152

Keys Community Center
2454 E. Broadway Road
Phoenix, AZ 85007
602-243-0174

Lodestar Day Resource Center
(specializing in ex-offenders)
1201 W. Madison St.
Phoenix, AZ 85007
602-223-3418

Lutheran Social Services
of the Southwest @ Christ the King Lutheran Church
10030 N. 32nd St.
Phoenix, AZ 85028
602-540-1936

Maryvale YMCA
3825 N. 67th Ave.
Phoenix, AZ 85033
602-218-5328

Mountain View Lutheran
11002 S. 48th St.
Phoenix, AZ 85044
480-893-2579 ext. 116

North Phoenix Baptist Church
5757 N. Central Ave.
Phoenix, AZ 85012
602-707-5701

Paradise Valley Community College
18401 N. 32nd St.
Phoenix, AZ 85032
602-787-7073

Rehoboth Community Development Corp.
2315 N. 35th Ave.
Phoenix, AZ 85009
602-272-4133

Rio Vista Community Center
1431 E. Southern Ave.
Phoenix, AZ 85040
602-243-1866

Somali American United Council
2425 E. Thomas Road
Phoenix, AZ 85016
602-522-2100

Tanner Chapel AME Job Center
700 E. Jefferson St. # 300
Phoenix, AZ 85034
602-253-8426

TEMPE

Abiding Savior Church
515 E. Continental Drive
Tempe, AZ 85281
480-947-7495

Tempe Community Action
2150 E. Orange St.
Tempe, AZ 85281

Describe any regional workforce development partnerships. Describe the purpose of these partnerships, the roles, goals and objectives along with activities (such as regional planning, information sharing and/or coordination activities) that will help improve performance.

Maricopa Workforce Connections' key regional partner is Phoenix Workforce Connection (PWC). The MWC and PWC Boards and their respective Executive Committees have met and continue to meet jointly to identify a regional approach for the development of a unified system of service delivery that will build on each area's strengths and leverage resources. Since that meeting, MWC and PWC have developed strategies to implement regional initiatives that will facilitate a stronger, more effective workforce system with a Web portal project in partnership with the Maricopa Community College District; collaboration with PWC with the Department of Labor's Healthcare Incentive funds; collaboration on fiscal auditing and contracting of youth service programs with PWC, the implementation of the Maricopa Human Capital Collaborative, and the configuration of the following task forces adopted into both MWC and PWC's board infrastructure:

Regional Business Services Task Force — Responsible for identifying alternative funding to enhance the Employed Worker Training Program where employers are able to receive match funding based on a commitment to promote from within; On-the-Job Training where employers commit to hire and train for entry-level position for individuals who lack experience in a specified industry; Customized Training that would allow the workforce system to work in partnership with the community colleges to offer courses developed based on business needs with a commitment for hire. The objective is to emphasize added value to the business community and address the shortage of a qualified labor pool.

MWC Advocacy Task Force — Equivalent to PWC's Board Governance Committee where they will jointly convene when there is an initiative that requires representation from both organizations to maximize the impact on state and local legislation. As such, this task force will convene on an as-needed basis that will take a position on legislation in direct relation to the Workforce Investment Act. Staff will provide briefing packets, executive summaries and/or white papers to apprise board members of factual information that will serve as the premise for discussion with the intention to allow board members to advocate on pertinent issues to their state and local legislators. The objective is for the board to represent the best interests of the workforce system by educating state and local legislators. MWC and PWC jointly publish the ION newsletter to provide items of note to these legislators and other persons.

Section 5: Service Delivery

Provide a description of the service delivery network; include the services provided by each partner agency.
MWC's goal is to provide its customers, whether business or the individual job seeker, with access to high quality services that are seamless, responsive to customer needs, and delivered by professional and knowledgeable staff. MWC strives to create a professional and hospitable environment in its centers that facilitates access for a wide range of customers from entry-level workers to highly skilled professionals, from "mom and pop" employers to large corporations, to comprehensive, high quality services that are responsive to their needs.

The continuing success of Maricopa County's workforce system is predicated on the ability of all One-Stop partner staff to fulfill the needs of customers through integrated services delivered in a highly responsive manner. Ongoing staff development plays an integral role in achieving these objectives.

MWC's workforce system is comprised of mandated partner programs as well as community-based programs that offer relevant services to the customer base. Services are provided through two comprehensive centers located in the west valley and east valley as well as two affiliate locations, the Vista Del Camino Center in Scottsdale and the Mesa Employment Service office. Current partner programs include:

DES Employment Service includes Trade Adjustment Assistance (TAA), Unemployment Insurance, Migrant and Seasonal Farm Workers— Provides information on how to file for unemployment insurance, job referrals matching customer skills with the state-wide data system, job development activities, case management for selected populations (TAA and Migrant Seasonal Farm workers) and skill training or re-training (TAA).

DES Vocational Rehabilitation— The VR Program helps people with disabilities become or remain economically independent through work. This is achieved through a rehabilitation process which engages applicants and clients fully in actively exploring their vocational interests, abilities, capabilities and service/process options and in making choices. Assistive Technology and Disability Program Navigators are available at MWC's comprehensive centers to ensure that individuals with disabilities are able to access services without difficulty and are informed of all the resources from which they may benefit. Veteran Vocational Rehab representatives provide direct services to disabled veterans such as counseling, referral to support groups, and coordinating service needs with a variety of partners.

DES Veterans Services— The primary objective of the Veterans Program is to develop and support programs that increase opportunities for veterans to obtain employment and job training in Arizona. Eligible veterans are entitled to receive priority services in job referrals and training and other employment-related services. The Disabled Veterans Outreach Program provides services that include priority consideration to DES job orders, job clubs, workshops and referrals for training.

Senior Community Service Employment Program (also referred to as Title V of the Older Americans Act), is administered locally by the Area Agency on Aging. SCSEP provides low income older workers age 55 and older with part-time training opportunities (community service assignments) with nonprofit or public/government agencies (host agencies). Upon completion of training job search assistance is provided.

Rio Salado Adult Basic Education— Provides basic education to improve basic reading, writing and math skills, GED preparation, and English for Speakers of Other Languages (ESOL) programs. Students are tested to determine current levels and individualized instruction is provided to assist students with meeting their goals.

WIA Title IB— Provides services to the Adult, Dislocated Worker and Youth (14-21) populations in a variety of options including career guidance and development, vocational assessments, job readiness workshops, labor market information, support services, and occupational skills training. WIA Career Guidance Specialists (CGS) provide career counseling, assessments, employment plan development and training services. Additionally, a CGS functions as the coordinator of services within the Veterans Services Center that includes tracking services provided and referrals made to other partner agencies.

US Housing and Urban Development—Provides alerts when Section 8 Housing Assistance is open to the public from each municipality and other housing programs offered through federal grants.

Jobs Program operated by MAXIMUS—Provides case management, job development, job readiness assistance, support services and post-placement services to assist TANF recipients transitioning from government financial assistance programs to employment and independence.

AWEE(Arizona Women's Education and Employment)–Individuals who have or are experiencing major life transitions as a result of separation, divorce, death or disability of a spouse or life partner receive case management, career planning, education guidance and life skills training. In addition to displaced homemakers AWEE provides services to ex-offenders regardless of gender.

Maricopa Community College District — Provides community college and skill center program information, career counseling, financial aid and scholarship information and resources.

Arizona Center for Responsible Fatherhood -The Arizona Center for Responsible Fatherhood encourages fathers to become responsible by assisting them in accessing services, establishing paternity, learning parenting skills, obtaining employment to foster their economic stability and sharing in the responsibility of raising their children. Other services include improving life skills, developing goals and action plans to form and sustain healthy relationships.

SCORE- mentors to America's small business, is a nonprofit association dedicated to educating entrepreneurs and helping small business start, grow and succeed nationwide.
Provides free and confidential business counseling tailored to meet the needs of small business whether just starting a business or expanding an established business. SCORE counselors are available at the One-Stop centers on a scheduled basis to assist center customers.

Community Voicemail - Provides voicemail to help people living in poverty, transition and homelessness rebuild their lives by connecting them to jobs, housing information and other resources.

Ticket To Work Program - This is program for individuals with disabilities seeking employment. Career assistance is provided for individuals who are receiving social security (SSDI) or (SSI) for the purpose of moving Beneficiaries toward self sufficiency by removing barriers, increasing opportunities and choices for employment, vocational rehabilitation, and other resources while maintaining their benefits. MWC is a member of the Employment Network for this program.

Portable Practical Education Preparation (PPEP) provides employment and education assistance for migrant and seasonal farm workers and their dependents in addition to housing assistance, emergency services such as food, clothing, rental and utility assistance, behavioral health counseling, and referral to other community resources.

Keogh Health Foundation – provides customers assistance with completing AHCCCS applications for health coverage.

ACCESS Points (**A**ffirming **C**ommunity **C**onfidence **E**mployability **S**elf-sufficiency &**S**elf-esteem**) –**
MWC's faith-based initiative in partnership with Phoenix Workforce Connection (PWC) has been continuously expanding since its inception in 2008. ACCESS points are faith- and community-based organizations that have joined the regional workforce network to assist job seekers in their immediate area with their job search. These "extensions" of the One Stop centers are designed to connect more job

seekers with the One Stop system during non-standard hours, thus eliminating barriers to services due to schedules and lack of transportation.

Describe overarching service delivery strategies including the following:
The strategy for seamless service delivery including: transition between core, intensive and training services and referral to partner services for both businesses and individual customers.

The strategy for seamless services delivery begins with effective partnering and communications. MWC has launched a Systems Effectiveness Task Force which is comprised of MWC partners and other interested board members. The System Effectiveness Task Force uses a systematic approach for uncovering inefficiencies in the One-Stop system and recommends new policies and procedures to accelerate customer flow and reduce or eliminate time lags associated with referrals and co-delivery. The systems effectiveness task force has been renamed the MWC partnership committee.

Generally all job seekers coming into the MWC Career Centers, regardless of what services or programs they are seeking, are asked to complete the AWC (Arizona Workforce Connection) registration in order to track the number of customers accessing center services. Job seekers may self-register or receive staff assistance with the registration process as needed. They may begin to utilize center resources immediately or attend a group or one-on-one orientation; watch a continuously playing PowerPoint presentation on services, obtain brochures and other informational materials in the Resource Library or meet one-on-one with staff.

Job seekers accessing services funded by WIA Title IB monies may be enrolled into WIA core services and are included in WIA performance measures. To ensure ease of access, adults and dislocated workers meet with a Career Guidance Specialist (CGS) who, through an objective assessment will determine if WIA services can benefit the individual with his/her goals. Once this determination is made, the WIA Application for Services is completed and eligibility for all WIA programs is determined. CGSs complete the enrollment of eligible individuals into appropriate WIA activities. All case management activities, services and customer interventions are recorded in AWC (Arizona Workforce Connection) by staff. Intensive services are available to eligible unemployed individuals who have completed at least one core-level service but have not been able to obtain employment, or to eligible employed individuals in need of additional services to obtain or retain employment leading to personal self-sufficiency.

An individual determined eligible for and in need of training must complete a series of activities that help inform his/her decision concerning their career goal, the selection of a training provider and training program. Assessments are provided to help an individual determine the characteristics of a work environment most conducive to his/her personality. Along with assessments, individuals may complete job readiness workshops based on individual need, research labor market information to validate local industry occupational demand, and research training programs offering training that aligns with the individual's choice of occupation. Once documentation of this research has been provided to a CGS, a training request form is submitted along with the documentation for approval by a staffing team comprised of Career Guidance Specialists and the Program Supervisor. Criteria have been established to rate each training request which gives priority to covered individuals (veterans and eligible spouses) and to TANF recipients and other low-income individuals in the event that Adult WIA funds are limited. If approval for training is granted, an Individual Training Account voucher is forwarded to the training provider enabling the individual to begin training funded by WIA. Training is generally limited to short-term vocational skills programs offering a credential. WIA funds are generally not used for long-term degree programs (two years or longer) except in certain situations which must be documented and approved by the Program Supervisor.

Career Center customers are provided with information on all the services and partner programs available during center orientations. This information is also available in information kiosks and flat screens in the center lobbies. Customers can self select which services to access.

Referrals to other center services / partners are also made during the case management process as appropriate to expand the services available to customers.

Employers, like job seekers, can access various tiers of services which may be self-service, staff-assisted or a combination of both. For example, employers wishing to post job openings or recruit prospective employees have the option of self-registering and searching through resumes posted in AWC or can choose staff-assisted registration and staff-initiated job candidate referrals. Another option available is having the business services team organize an on-site recruitment. Workshops and assistance with applicant recruiting and screening are available at no cost to the employer. An employer "hotline" (602.506.WORK) is manned by MWC staff to provide employers with information and/or referrals for services offered. Staff can "broker" services by convening a team if necessary.

The type and availability of training and employment activities and supportive services available in the local area. Include a description of how these were assessed/determined.

Maricopa Workforce Connections regularly analyzes labor market information to ensure that education and training opportunities meet the changing needs of business. Maricopa Workforce Connections Board approves industries based on economic data.

The MWC Board has established that at least 80% of Adult and Dislocated Worker training funds must be expended on training in industry clusters which the Board has targeted as high growth and critical to the local economy. The targeted industry clusters are (this list is not intended to be in any order of priority):

- Information Technology (Including Advanced Communications)
- Biosciences
- Healthcare
- Solar (Including Manufacturing and Construction)
- Green Technologies
- Advanced Manufacturing (Including Aerospace and Defense)
- Transportation, Warehousing and Logistics

MWC utilizes the training providers and programs on the Eligible Training Provider List maintained by the Arizona Department of Education for WIA Adult and Dislocated Workers.

Workshops and seminars provided at the comprehensive Career Centers focus on employment readiness training and the "soft skills" employers desire. Workshops and curricula are updated regularly to ensure customers acquire up-to-date skills and information needed to enhance their employability. With the growing number of mature workers seeking to re-career or supplement their retirement incomes WDD developed a senior job club, Boomers and Beyond, to address the specific needs of older workers. Other workshops offered include: Applications, Career Assessment and Exploration, Basic Computer class, Resume Instruction, Resume Writing Lab, Job Club, Where the Jobs Are, Interview Techniques, Job Search in the 21st Century, Career Pathways and Financial Aid Information.

Support services are provided to enable customers to successfully participate in employment and training activities. Customer need is determined by the Career Guidance Specialist on an individual basis. Support services may include transportation services, (bus passes or gas cards), child care, one-time utility assistance, certifications/licensing/testing, tools, uniforms, clothing, and eye glasses. Other types of assistance may be provided upon approval by the Program Supervisor. Referrals may also be made to community-based organizations that provide the identified support service.

Maricopa County's On-the-Job Training (OJT) and customized training programs are occupational training provided to private or nonprofit businesses deemed eligible for contract. These programs allow for new hires to receive training and be paid wages comparable to other employees in similar positions. Under an OJT contract, the employer is reimbursed a maximum of 50% of a trainee's wages to offset the extraordinary cost of training at the actual work site.

Maricopa County's Employed Worker Training Program (EWTP) is a job-specific reimbursable contract program that supports the delivery of customized training to meet a business or industry's specific training needs. The program is designed to create new employment opportunities by assisting with increasing the skill and wage levels of employees on behalf of business and/or industry. Under EWTP contracts, the

County reimburses employers up to 50% of the training costs associated with increasing the skills of their employees.

Maricopa County currently has formal agreements in place with four certified apprenticeship programs. They include Pipe Fitters, Sheet Metal, Brick Layers and Electrical programs. Under each of the agreements, the County assists apprentices with their first year of program costs. Each apprentice is enrolled in WIA. Some apprentices are considered as employed workers having met the income eligibility test prescribed under terms governing "self-sufficiency" thresholds. The labor union or contractor responsible for oversight of each apprentice agrees to provide the County with progress reports, employment status and wage information for up to 12 months following an apprentice's first year of training.

Describe the coordination of Arizona Workforce Connection partner services. Include a copy of the Memorandum of Understanding between the LWIB and each partner in the local workforce investment system, as required in WIA Section 118(b)(2)(B).

The Memorandum of Understanding with each partner provide a framework for the delivery of services by outlining roles and responsibilities in the provision of services to customers. The partners work together to ensure services to job seekers and employers are of high quality, responsive to customer needs and seamless to the customer. The delivery of services is enhanced through the integration of planning processes, the coordination of activities and services, and the sharing of information and participant data. Partner staff communicates regularly to eliminate any duplication or gaps in services. Coordination among partners enhances participant outcomes as well as making more efficient and effective use of limited resources.

Center meetings are held monthly which include all partner staff. These meetings provide a venue for information sharing, program updates, staff training, discussion of issues, and problem solving.

ADULTS AND DISLOCATED WORKERS

Describe any plans for transferring of funds between Adult and Dislocated Worker programs. If planned, include the circumstances applicable to a transfer request, the measures to assure no loss of service to the original program population, and the expected impact on program performance.

Historically, MWC has requested funds be transferred from the Dislocated Worker program to the Adult program. During PY 09 Dislocated Worker funds were transferred to the Adult program however services were not reduced to Dislocated Workers. With the approval of DES unspent Rapid Response dollars were used to provide training services to Dislocated Workers. The transfer of funds had no negative impact on performance. It enabled MWC to provide training services to more Adults and Dislocated Workers and spend Rapid Response monies more advantageously and expediently. Should such transfers be required, MWC will fully document the rationale as required by the State of Arizona.

CORE SERVICES

Describe how the LWIB ensures adults and dislocated workers have universal access to the minimum required core services. Describe how partner services are integrated to avoid duplication of core services.

Since universal access to core services is one of the WIA principles, Maricopa County Workforce Development Division implemented processes to enhance ease in accessing services and maximizing seamless delivery of services for job seekers.

On their initial visit to an MWC career center job seekers are requested to register in the AWC (Arizona Workforce Connection) system. To ensure this process is quick and efficient, computers are available solely for AWC registration. Job seekers may self-register and staff is always available to assist with the registration process as needed. Job seekers are not required to complete intake forms, provide identification or any other documentation to access self-help core services. Once registered, job seekers have a variety of options and methods to directly access and/or learn more about available services. They may begin to utilize center resources immediately, attend a group or one-on-one orientation, view a

continuously playing PowerPoint presentation on services, and obtain brochures and other informational materials in the Resource Library or meet with staff.
Assistive Technology and Disability Program Navigators are available at MWC comprehensive centers to ensure that individuals with disabilities are able to access services without difficulty and are informed of all the resources from which they may benefit.

Bilingual staff is available to serve individuals with language barriers. Workshops may be conducted in Spanish. The Workforce Development Division has organized Rapid Responses in Spanish and other languages for employers with a substantial number of non-English speakers.

Job seekers requesting staff-assisted services meet with a WIA Career Guidance Specialist to complete the eligibility process. Eligibility for core services consists of obtaining documentation establishing right to work in the United States, social security number and selective service registration if applicable. To expedite eligibility for dislocated workers staff has access to the State's GUIDE system to verify layoff status which is coupled with a self-attestation if the customer does not have a letter of layoff and/or is unable to obtain one.

Staff-assisted core services available at Gilbert and the West Valley include the following:

- Intake and orientation which provide information on other services available
- Initial assessment of skill levels, aptitudes, abilities and supportive service needs
- Job search and placement assistance
- Resume development assistance
- Interviewing techniques training
- Career exploration assistance
- Career counseling
- Basic computer instruction
- Labor market information including job openings, skills requirements, occupational demand and earnings
- Referral to services as appropriate
- Information on the process for filing Unemployment Insurance claims
- Financial aid assistance for training and education programs available locally
- Follow-up services for participants in WIA activities are provided for 12 months following program, exit.

Customer activities, services and interventions are recorded in AWC by Wagner-Peyser and MWC staff. Staff can access customer records to view registration information, activities and services. Having a common data system contributes to integration of services and assists in reducing duplication of effort and resources.

INTENSIVE SERVICES

Describe measures taken to ensure intensive services are provided to adult and dislocated workers who meet the criteria in WIA Section 134(d)(3)(A).

Intensive services are available to eligible individuals who have completed at least one core-level service but have not been able to obtain employment or to eligible employed individuals in need of additional services to obtain or retain employment leading to personal self-sufficiency. Maricopa County currently utilizes a self-sufficiency threshold of 450% of the Lower Living Standard Income Level based on family size as the income criterion in order to transition employed individuals from core to intensive and training services.

MWC's Quality Assurance Specialists review samples of electronic and hard copy files of each WIA participant group (adults, dislocated workers and youth), to confirm eligibility for services was appropriately determined and service delivery is progressing satisfactorily. As each client progresses through her/his programs and activities, the Individual Employment Plan is jointly developed for customers accessing intensive services and is reviewed as appropriate by the client his/her case

manager and adjustments are made as needed. Finally, meetings among case managers representing multiple partners occur frequently to resolve issues that may impede customer flow through the tiers of service.

Describe your local co-enrollment process between WIA dislocated worker program and TAA.
Individuals identified as Trade Adjustment Assistance eligible are referred by the TAA representative to WIA using a referral form, determination letter, and IEP if available. The role of the TAA representative is to be the primary counselor for TAA customers. The TAA representative will counsel the customer on employment, training, schools, removal of barriers, etc. Usually the first point of customer contact in the TAA/WIA co-enrollment process is between the TAA representative and the laid-off worker.
The WIA and TAA representative determine how resources from each program are leveraged to best serve the customer and avoid any duplication or gaps in service.

The role of the WIA Career Guidance Specialist (CGS) is to provide support services; access to workshops and schedule assessments after a TAA customer has been referred. The CGS will provide TAA staff with information regarding services received and assessment results. WIA may co-fund training as deemed appropriate.

If a customer inadvertently meets with a WIA CGS that has not met with or been referred by TAA, the CGS will refer the customer to the TAA Representative to ensure they do not lose any TAA benefits. The TAA representative and the WIA CGS will share information and discuss the customer's activities and progress toward goals on a regular basis.

Describe local policies regarding self-sufficiency, including the process for establishing, monitoring compliance with and updating policy. Identify the local self-sufficiency standards approved by the LWIB for employed adults and dislocated workers as a percentage of the Lower Living Standard Income Level (LLSIL). Describe how your LWIB ensures the self-sufficiency level in your area is reflective of the current labor market information available.
The Arizona Department of Economic Security releases a self-sufficiency income matrix in the form of a WIA Guidance Letter annually that is directly applied to eligibility for adult and dislocated workers effective at the start of the program year.

On October 28, 2004, Maricopa Workforce Connections (LWIB) determined, in accordance with WIA Section 134 (d)(3)(A)(ii), that funds may be used to provide Intensive Services to Adults and Dislocated Workers who are employed but are determined by the One-Stop operator to be in need of such services in order to obtain or retain employment that allows for self-sufficiency. The MWC determined the income level necessary for an individual and/or family to be self-sufficient. The 450% LLSIL was determined as appropriate based on the cost of living in Maricopa County as well as maintaining parity with the self-sufficiency determination calculated by Phoenix Workforce Connection.

TRAINING SERVICES—ADULT AND DISLOCATED WORKER
Describe local Individual Training Account (ITA) policy, including current threshold for each ITA. Include procedures to ensure that exceptions to the use of ITAs, if any, are justified.
An individual determined to be in need of training must complete a series of activities that help inform his/her decision concerning the selection of a training provider and training program. Among these activities is completion of a series of assessments that help individuals determine their interests, aptitudes, skill sets and the characteristics of a work environment most conducive to his/her personality. Along with assessments, individuals may be required to attend and complete a series of job readiness workshops based on individual need; research labor market information on their selected occupation and research training programs offering training that aligns with the individual's choice of occupation. Once documentation of this research has been provided to a CGS, a training request is submitted along with the documentation for approval by a staffing team comprised of Career Guidance Specialists and the Program Supervisor. Criteria have been established to rate each training request which gives priority to covered individuals (veterans and eligible spouses) and to TANF recipients and other low-income individuals in the event that Adult WIA funds are limited If approval for training is granted, an Individual Training Account voucher is forwarded to the training provider enabling the individual to begin training funded by WIA.

Training is generally limited to obtaining short-term vocational skills. WIA funds are generally not used for long-term degree programs (two years or longer) except in certain situations which must be documented and approved by the WIA Program Supervisor.

The maximum amount of ITA funding allocated to an individual is $4,000; however, customers accessing training in targeted demand industries/occupations may receive a higher amount based on customer need, the availability of funding and Program Supervisor approval.

Describe measures to leverage resources to provide increased access to training opportunities.
WIA funds are to be used to supplement other sources of training funds. The CGS considers other funding sources including partner programs, Vocational Rehabilitation funds, Welfare to Work/TANF programs, State training funds, Pell Grants, TAA, GI Bill, private scholarships, and other sources including community-based organizations. The CGS ascertains if the participant is enrolled in any other programs to not only leverage resources but to avoid any duplication of effort and resources. Any and all financial aid is to be coordinated to fully utilize all available funds.

As training funds are generally limited the Pell Grant is to be applied first towards training costs. WIA funds will be used for any remaining training costs up to the maximum ITA amount of $4,000 or higher as noted above for targeted industries/occupations. If a Pell Grant is awarded, it will be applied towards tuition, books, equipment etc., and WIA funds will be used to pay the balance up to the current ITA cap. If the Pell Grant exceeds training costs i.e. tuition, books, supplies, etc., the participant may keep the balance of the Pell Grant for living expenses. If a partner agency is funding the participant's training, the WIA program may record the outcome and obtain a copy of the educational credential for performance purposes.

In accordance with WIA Regulations, WIA funding for training is limited to participants who are unable to obtain grant assistance from other sources to pay the costs of their training, or require assistance beyond what is awarded under grant assistance from other sources to pay the remaining training costs. Program operators and training providers will coordinate funds available to pay for training.

MWC has partnered with the Maricopa County Community College District to provide a weekly Training Information Seminar to customers interested in accessing training. The seminar provides information on a variety of financial resources available for post-secondary education. Information is also provided on applying for Pell Grants and other forms of federal assistance.

Describe how the Eligible Training Provider System is used to provide improvement of education and training opportunities in response to the needs of business and industry. Include the policies and procedures to determine eligibility of training providers, and processes to update or revise system information.

A goal of the workforce system is to be responsive to the needs of the local business community. Education, as part of the workforce system, also needs to provide the education and skills that are vital to maintaining a healthy economy. Programs considered for the Eligible Training Provider List must be able to enhance a trainee's employability by providing the education and skills which are in demand and meet local business needs. Local labor market information is the basis for validating occupation or industry demand. To determine occupational demand, MWC staff refers to the most recent local labor market information compiled by Arizona Commerce Authority Research Administration and other sources. Once initial eligibility has been approved by MWC staff the application is submitted electronically to the Department of Education for verification of credentialing, final approval and inclusion on the Arizona HEAT website. If denied approval, providers are notified by email via the Arizona HEAT website of the reason(s) for disapproval. Providers may re-submit their application. Maricopa Workforce Connections has authorized use of "provisional" approval for programs offered through the Maricopa County Community College District. The provisional approval process allows immediate approval of programs by Maricopa County's Workforce Development Division as long as the programs meet the criteria identified above.

The Maricopa Community College Center for Workforce Development researches labor market information and trends and keeps abreast of business and industry needs to ensure programs provide the knowledge and skills required in the workforce. Local business representatives sit on MCCCD steering committees and are involved with curriculum development to ensure that training is relevant to business needs.

The Center for Workforce Development has played an instrumental role in coordinating the development of "green" programs to prepare skilled workers for emerging sectors of the green economy in partnership with Arizona's State Energy Sector Partnership initiative.

SERVICE-TO-SPECIFIC POPULATIONS
Describe the local strategies to ensure availability of services and training to meet the needs of specified populations.

Dislocated Workers – In addition to Rapid Response Orientations, job readiness skills and other services may be provided at the employer site based on the Business Transition Plan. Business Transition Plans are customized to meet the employers' needs.

Dislocated Workers may access staff-assisted intensive and training services offered through the MWC One-Stops. Assessments are available to identify transferable skills if the dislocated worker has to change careers due to industry demand.

MWC has developed a process with DES for the referral of Dislocated Workers attending Re-Employment Services orientations. Individuals in need of upgrading their skills or retraining are referred to WIA. WIA may also provide RES participants with job readiness skills training and job placement assistance.

Displaced Homemakers – AWEE (Arizona Women's Education and Employment) provides services to displaced homemakers at the MWC comprehensive One-Stops. Displaced homemakers may be co-enrolled in the WIA Dislocated Worker program to broaden the array of services available.

Low-Income Individuals – Assistance to low-income individuals is an important element of the workforce development system in the County. Agencies serving low-income populations are located on-site in each of the One-Stops and referral systems are in place to ensure maximum utilization of resources to assist these individuals. The Jobs Program for TANF recipients, operated by MAXIMUS, has staff located at the comprehensive sties.

Migrant Workers – DES Employment Administration staff stationed at the One-Stops assists migrant workers. Since migrant farm workers are more prevalent in western portion of Maricopa County the West Valley Career Center has established a partnership with the PPEP program. A PPEP counselor assists farm workers and their dependents with employment, training, and related services.

Women and Minorities – AWEE is available to provide services to women who are displaced homemakers or transitioning from the correctional system. Women and minorities are referred to the One-Stops by various community-based organizations including Community Action Programs and Access Points. WIA and other programs are available to assist this population.

Individual Training for Non-Traditional Employment – MWC partnered with several DOL apprenticeship programs to provide non-traditional training opportunities for women.

Veterans –MWC implemented a Veterans One-Stop within the West Valley Career Center. Veterans may receive assistance through DES Employment Administration Veterans Services, and/or through a WIA-funded Career Guidance Specialist. MWC will be expanding services to veterans by partnering with other veterans organizations and plans on implementing a Veterans One-Stop in the Gilbert Career Center as well. Center staff adheres to the priority of service requirement for veterans in the allocation of resources and services.
MWC has partnered with the Arizona National Guard's Yellow Ribbon Reintegration Program, a program that helps service members and their families in the National Guard connect with their local support

community before, during, and after deployments. Job fairs have been held as well as resume development workshops and resume reviews.

MWC has also participated in Arizona's Veteran Stand-down event. This three-day event brings together resources for homeless and at-risk veterans to assist them with achieving self-sufficiency. Participating organizations include health, mental health, clothing, meals, shelter, court services, legal aid, employment and other resources. MWC provides information on services available through the career centers.

Public Assistance Recipients – MAXIMUS staff are located at the comprehensive career centers to provide services to TANF recipients. A referral process has been developed for co-enrollment into WIA. Staff communicates regularly to ensure participant success.

Individuals with Multiple Barriers – MWC assists a wide range of individuals facing multiple barriers. These individuals may be center walk-ins, referrals from Community Action Program offices, ACCESS Points, Veterans Stand-down and other community organizations. Supportive services are available to assist these individuals with reducing obstacles to employment. CAP offices and other community-based organizations may also provide additional resources.

Older Workers– More older individuals are seeking services at the career centers than ever. To meet this need MWC developed a senior Job Club titled Boomers and Beyond which is held weekly at the comprehensive One-Stops. Each week a different aspect of the job search is reviewed and discussed. "Boomers" provides an opportunity for networking and a peer supportive environment.

Older workers work part-time in both the Gilbert and West Valley One-Stops providing job search assistance to their peers through the Title V Senior Community Service Employment Program. Additionally MWC has representation on the Governor's Council for Mature Workers and also on Gateway Community College's Workforce Transition Center for older workers.

Persons with Limited English Proficiency – English proficiency for speakers of other languages is available through Rio Salado Community College located at the One-Stops or other valley locations. Translator services may be procured as needed. MWC has provided workshops and Rapid Response in other languages as needed.

Persons with Disabilities – Assistive Technology and Disability Program Navigators are available at both comprehensive One-Stops to ensure individuals with disabilities are able to access the One-Stop services and are informed of all the resources from which they may benefit. Both One-Stops have state-of-the-art computer labs exclusively for individuals with disabilities. Individuals with visual, hearing and mobility limitations are able to easily access services through assistive technology.

MWC joined the Employment Network as provider of services through The Ticket to Work program which assists Social Security beneficiaries with disabilities who are seeking employment services, vocational rehabilitation services, and other support services in obtaining, regaining and maintaining self-supporting employment.

Ex-Offenders - MWC conducts job fairs targeted to this population and partners with community-based organizations providing services to ex-offenders including the Community Reintegration Coalition, and the Lodestar Day Resource Center, which is an MWC ACCESS Point. MWC contracts with Goodwill Industries to provide services to youth offenders and is currently in the process of securing contracted services for adult offenders.

Trade Adjustment Assistance (TAA) – TAA staff are available at the One-Stops to provide services. MWC, PWC and TAA worked together to develop a referral process which outlines TAA and WIA roles and responsibilities. TAA participants are co-enrolled into the WIA Dislocated Worker program to broaden services available and leverage resources. WIA and TAA staffs determine how resources from each program are leveraged to best serve the customer and avoid any duplication or gaps in service.

Drop-Outs / High School Graduates with Low Functional Levels– MWC staff, as well as contracted youth service providers, regularly provide outreach and services to dropouts and other youth. MWC created a Youth One-Stop within the West Valley Career Center, where several youth agencies are co-located. Arizona Call-a-Teen Youth Resources provides an on-site GED program and remedial education for low functioning youth. In the east valley services to this population are available through contracts with Goodwill to serve youth offenders and with United Way's ASPIRE program which serves low-income youth with barriers to employment.

PRIORITY OF SERVICE

Describe the criteria to determine whether funds allocated for employment and training activities are limited and the process by which the Arizona Workforce Connection Operator will apply priority of service.

As required by DES Guidance Letter 4-09 Change 1 MWC declared limited funding and implemented its priority of service policy. MWC's priority for intensive and training services will be given to TANF recipients and other low-income individuals as well as individuals considered to be "most in need" regardless of income. Most in need individuals can be characterized as those who face employment barriers, are unable to secure/retain employment after receiving core services and have been determined to be in need of intensive / training services to become employed or remain employed.

Describe the LWIB's policies and procedures for priority of service for Arizona Workforce Connection Operators. Identify the priority groups established for the Title IB adult and dislocated worker services within your local area.

MWC's priority for intensive and training services to Adults will be given to TANF recipients and other low-income individuals as well as individuals considered to be "most in need". Most in need individuals can be characterized as those who face employment barriers regardless of their income. Priority groups may include: individuals with disabilities, limited English proficiency, individuals lacking a high school diploma or GED, homeless, ex-offenders, single parents, older workers, and those who are long-term unemployed (12 weeks or more). Enrollment is based upon appropriateness and ability to benefit from WIA intensive and training services.

MWC's priority for intensive and training services to Dislocated Workers is in effect when funding levels are not adequate to meet projected needs for program services.

Most in need factors will be utilized to determine what participants will benefit the most from training. Most in need factors for Adults and Dislocated Workers include but are not limited to:

- Evidence of Job Search
  - Inability to obtain employment due to lack of marketable skills
  - Length of unemployment and/or job search
- Financial Resources
  - Participant lacks financial resources for training including TAA, other partner programs, severance/training packages, monthly retirement, Unemployment Insurance benefits, or other means of income including wages, spouse/partner income
- Limited Education/Occupational Skills
  - Participant lacks educational credentials
  - Educational credentials are outdated
  - Lack of transferable skills
- Physical Condition / Disability
  - Individual has a documented condition or disability requiring a career change

Describe local strategies to ensure Jobs for Veterans Priority Compliance.

Veterans are identified immediately upon entering the One-Stop. Signage is posted in the lobby area on veteran's priority and the flat screens in the lobby also address veteran priority. Front-end staff also asks customers if they do not self-identify as veterans.

Priority for services means a veteran or an eligible spouse either receives access to a service earlier in time or, if the resource is limited, receives access to the service instead of or before the non-covered person. All center staff has received training on Veterans priority. Staff immediately refers veterans and eligible spouses to Veterans Services staff.

A covered person is given Priority of Service and enrolled into WIA as long as they are deemed eligible and appropriate. Priority is also given to veterans seeking training services. Priority of Service does not permit a covered person to "Bump" a non-covered WIA participant that has been both, approved for funding and accepted or enrolled in a training program.

The Elijah Wong Veterans Services Center located in the West Valley One-Stop offers a variety of services to veterans and eligible spouses.

RAPID RESPONSE (RR)

Identify the local area's Rapid Response team and their roles and functions. Identify your local Rapid Response policies, including the minimum threshold number of affected workers your LWIB has approved for Rapid Response services to be provided to a company experiencing a layoff, reduction in force or closure.

It is the policy of Maricopa County's Workforce Development Division to provide Rapid Response services to those companies experiencing corporate restructuring/downsizing or facility closure involving ten (10) or more employees. The intent of Rapid Response is to provide lay-off aversion services where possible, and in instances where a lay-off is imminent, minimize the impact of being laid-off and significantly limit any period of unemployment by assisting with comprehensive transition services.

The MWC Rapid Response Coordinator (RRC) initiates employer contact upon receiving information, i.e. early warning network (WARN Act), about an impending layoff or site closure within 48 hours and develops a transition plan in order to coordinate services and activities for the Rapid Response Team comprised of individuals from Maricopa County Workforce Development Division, State Rapid Response Coordinator, DES Employment Services, DES UI, DES Special Programs (TAA), the local Union Representative and any other agency and programs as appropriate, including, but not limited to MWC Business Account Coordinators and MWC Career Guidance Specialists. The Rapid Response Coordinator also has access to a pool of contracted service providers to present and facilitate workshops and one-on-one sessions to residents of Maricopa County that are employed and face potential mass layoffs due to the business closing and/or down-sizing.

RR Team members that attend events are determined by the needs expressed by management in the development of the transition plan. Some members of the team are involved in the employee presentations. Others are engaged when the affected employees visit the One Stop Center.

The MWC RRC coordinates all services offered at both One-Stops to include assessments, occupational exploration, job readiness workshops and job fairs based on company requests as outlined in the transition plan.

Provide a general project description of services to those affected by a mass layoff including any overarching strategies and funding.

Regional strategies in partnership with the City of Phoenix Rapid Response are in place to accommodate companies conducting a mass layoff. County and city RRCs plan service delivery at the initial time of contact with the employer and determine whether MWC or PWC will assume the lead based on company logistics. However, Maricopa County serves as the lead agency prior to planning and evaluation. Both Maricopa County and City of Phoenix provide access to career services that include DES Unemployment Insurance and TAA. It is the coordinated efforts that prevent service duplication and maximize resources.

Services may include employee assessments occupational exploration, job readiness workshops and job fairs.MWC may contract on-site career transition services for those employers requesting pre-layoff intervention activities. MWC has procured professionals to provide a wide array of services to better

prepare dislocated workers for a smooth transition to new careers and re-employment. This allows MWC to provide a quality level of service in multiple locations and meet the needs of employers for on-site career services.

Based on the need for services as outlined in the Transition Plan, workshops/services may include, but are not limited to:

1. Assessments 2. Basic Computer Skills 3. Career Counseling and Development 4. Coping with Change 5. Dress for Success 6. Educational Financial Aid Assistance 7. Effective Communication 8. Evaluation of transferable skills	9. Financial Planning 10. Interviewing Techniques 11. Job Coaching and Mentoring 12. Job Development and Placement 13. Job Readiness Training 14. Job Search (internet based and traditional) 15. Labor Market Information 16. Leadership Development 17. Life Skills Training	18. Motivational & Morale 19. Networking Job Search 20. Personal Development 21. Resume Writing / Review 22. Senior Management Career Development 23. Stress Management 24. Study Skills Training 25. Additional workshops/services may be identified by MWC

YOUTH

Describe the strategy to ensure eligible youth have the opportunity to develop and achieve career goals through education and workforce training. Include discussion regarding youth most in need such as: out-of-school youth, homeless youth, youth in and aging out of foster care, youth offenders, children of incarcerated parents, migrant and seasonal farm worker youth and other at-risk youth.

MWC complies with WIA legislation to procure youth services providers who are best suited to address the needs of at-risk youth. Additionally, MWC has opened a Youth Services Center in the West Valley Career Center to assist youth with career, education and employment goals. The center, which has a youth-friendly atmosphere, provides space for youth contractors and partners to meet and work with the youth population. Computers and resources are available to youth to use in their job search.

Youth Contractors are required to staff a full time Program Service Representative in the East Valley Career Center and the West Valley Career Center. The Program Service Representatives are responsible in recruiting and conducting eligibility for the out of school youth (18 + years of age) that come into the center for assistance and to conduct on-going center orientations to educate the general public about the MWC youth program. In addition, having a full time representatives from the youth program also assist the other one-stop partners to understand the youth program services and the eligibility criteria.

Included in the MWC youth program is the emphasis to serve two categories of at-risk youth: offender youth through the Goodwill of Central Arizona and high school dropouts through the YMCA Las Artes de Maricopa County program.

Maricopa County is releasing a Request for Proposal for the PY2011 Las Artes de Maricopa County program, which will continue to serve high school drop-outs, ages 16-21, in providing services for GED attainment, art instruction, career development, and entrepreneurial education opportunities. The development of the entrepreneurial component in the Las Artes de Maricopa County program is in line with the guidance provided in TEGL 12-10 “Supporting Entrepreneurial and Self-Employment Training through the Workforce Investment System”.

In July 2010 the MWC Youth Council agreed to embrace a new direction for the MWC youth service model, supporting the guidance from TEGL 13-09 "Contracting Strategies That Facilitate Serving the Youth Most In Need." Included in this direction, the MWC Youth Program has shift the focus from evaluating contractors based on new enrollments to emphasize long-term services aim to assist youth with post-secondary and employment opportunities. As a result, contractors are evaluated based on "real time" benchmarks that measure successful outcomes during program participation and/or immediately upon completion of the program. These benchmarks provide an insight into the effectiveness of each of the youth providers and serves as a program management tool in predicting the success for WIA regulatory and common measures.

Working collaboratively with PWC, MWC is streamlining reporting requirements, program policies and procedure, and contractor monitoring so that our common youth services providers can function more effectively to meet program performance requirements.

In addition to meeting WIA income requirements defined in WIA section 101(25), Maricopa County requires at least one documentable barrier to determine eligibility for WIA youth services:

- Deficient in basic skill literacy skills
- School dropout; secondary school dropout
- Homeless, runaway, or foster child
- Pregnant or parenting
- Offender
- Other eligible youth who require additional assistance to complete an educational program, secure employment or referred by the Juvenile Justice Court System, youth service provider or local education agency.

Youth are recruited and encouraged to utilize the following to assist them with their training and career goals:

- One-Stop Centers
- Youth One-Stops
- Career exploration
- Co-enrollment in appropriate programs
- Job fairs
- Apprenticeship programs
- Referrals to other community resources

Describe local efforts to promote collaboration between the public workforce system, education, human services, juvenile justice, and others to better serve youth that are most in need and have significant barriers to employment. Additionally, describe local efforts to successfully connect youth to the education and training opportunities that lead to successful employment.

Job Corps has a seat on the MWC Youth Council and provides partnership and referral opportunities to both MWC One-Stops.

Goodwill Industries of Central Arizona (GICA) has been contracted, since PY2008, to serve the offender youth population. GICA has developed and maintained linkages with the juvenile justice system in the effort to reduce the rate of recidivism, to assist youth in paying court fines/ restitution, and to provide resources for expunging criminal records. Arizona Call-a-Teen Youth Resources, Inc. (ACYR), Goodwill Industries of Central Arizona (GICA), Aspire Collaboration, and YMCA's Las Artes programs provide WIA eligible youth with quality programs to eliminate barriers to education and employment. Services are available to offer tutoring, alternative high school services, leadership development opportunities, summer/seasonal employment, paid work experience, job referrals, career guidance counseling, occupational skills training and entrepreneurial skills

Partners within the One-Stops and other community partners offer services to youth to assist them in achieving success in education and employment. Partners include Maricopa County Community

Colleges, DES Job Service, Veterans Services, Vocational Rehabilitation, AWEE and other local agencies.

Describe the strategy to provide initial intake, objective assessment, case management, individual services strategies and eligibility assessment for youth.
Maricopa County Workforce Development staff work in collaboration with the providers to advise, direct and ensure compliance within the scope of their contract and assist with outreach to obtain external resources and connection with local employers. The Youth Council provides oversight and offers guidance, outreach and additional external resources to address youth barriers.

Youth contractors conduct an initial intake that consists of an interview with the youth to determine suitability, needs, goals and eligibility. Staff will provide youth with a broad overview of available resources and all services available at the One-Stop including programs and/or services that are provided by Maricopa Workforce Connections partners or other entities; introductions to staff and eligibility determination and registration into the WIA program.

The objective assessment is conducted to assess the participant's basic literacy level, functioning level, understanding the participant's expectations, level of need, and the participant's short and long term interests and goals. The Test of Adult Basic Education (TABE) is the standardized test that is used to determine math, language and reading levels. In addition, vocational assessments are conducted to determine occupational interests. For youth who are disabled, special accommodation will be provided in administering the test, per federal guidance.

The Individual Service Strategy (ISS) is completed during the objective assessment, in conjunction with the youth participant. The ISS includes a customized individual competency-based service strategy plan to include: long and short term employment/training goals, appropriate achievement objectives with reasonable timeframes, and identified barriers. The case manager works with the participant to identify the appropriate combination of program services, education, and community referrals to assist youth in overcoming their barriers and achieve their employment and educational goals.

Youth case management will include coordination of applicable services, documentation of achievement of goals identified in the Individual Service Strategy. Case management also involves motivating youth to remain in school, completing high school and preparing for possible post-secondary educational opportunities. Career guidance and counseling will support the case management component in providing youth with guidance relating to career exploration, decision-making, goal setting, personal issues and financial management. Referrals will be made to link youth with other youth-serving agencies, organizations and training providers to achieve their stated goals.

Describe the design framework for youth programs that includes the following components:

- **Preparing youth for post-secondary education;**
- **Connecting academic and occupational learning;**
- **Preparing youth for unsubsidized employment opportunities; and**
- **Connecting youth to the business community through intermediary entities.**

Youth services are currently contracted with Goodwill Industries of Central Arizona (GICA), Arizona Call-A-Teen (ACYR), Valley of the Sun United Way (Aspire Collaboration), and Valley of the Sun YMCA (Las Artes de Maricopa County). GICA, ACYR, and the Aspire program both provide Workforce Investment Act (WIA) services to in-school and out-of-school youth, including skills assessment, alternative secondary schooling, work readiness skills training, leadership and mentoring opportunities, connections to the employer community, tuition assistance, barrier resolution support, career exploration through classroom activities and paid or unpaid work experience. In addition, ACYR offers an accredited charter school serving grades 9-12, adult basic education, i.e. GED preparation programs and dropout prevention. The Las Artes program is designed to serve out-of-school youth in providing services for GED preparation, work readiness skills, and entrepreneurial concepts through visual arts.

Describe strategies to incorporate the required youth program elements within the design framework. Elements to include are:

- **Tutoring, study skills training, instruction leading to secondary school completion, including dropout prevention**
- **Alternative school services;**
- **Summer employment opportunities linked to academic and occupational learning;**
- **Paid and unpaid work experience;**
- **Occupational skill training;**
- **Leadership development opportunities;**
- **Comprehensive guidance and counseling;**
- **Adult mentoring;**
- **Supportive services; and**
- **Follow-up services.**

It is within the scope of the contract for youth providers to offer WIA-related youth services or incorporate a direct referral process for youth to receive tutoring, study skills training; instruction leading to completion of secondary school including dropout prevention strategies for those deficient in basic education skills or needing assistance to complete their secondary education; alternative secondary school services to complete a high school diploma or a G.E.D., summer employment opportunities directly linked to academic and occupational learning with an emphasis on work experience through competency-based instruction.

The learning experiences at each worksite will vary widely depending on the job tasks and supervisor's orientation. The focus of summer job activities is the attainment of specific occupational, work maturity and citizenship skills. Paid and unpaid work experience includes job shadowing to promote the development of good work habits and basic work skills. This shall be accompanied either concurrently or sequentially by other services to increase the basic educational and/or occupational skills of the participant. Internships are assignments that benefit participants that are designed to enhance the long-term employability of youth.

An internship may be combined with classroom instruction relating to a particular position, occupation, industry or the basic skills and abilities to successfully compete in the local labor market. Placement will be based on participant interest/work skills identified during the objective assessment process. Occupational skill training provides academic and technical instruction necessary to meet employment requirements. The program will refer to schools who meet certification requirements under the WIA Adult and Dislocated Worker ITA process.

Leadership development opportunities may include community service and peer-centered activities encouraging responsibility and other positive social behaviors during non-school hours. Training will include, but is not limited to, job readiness skills, communication skills, team building skills, time management, "soft skills" training and various community based activities.

Participants will be given the appropriate referrals to available resources including supportive services such as financial and non-financial support. In addition, participants may receive a stipend to offset training-related expenses such as transportation costs.

Adult mentoring is required for the period of participation and a subsequent period, for a total of not less than 12 months. Educational opportunities, occupational opportunities, and barrier resolution will be among the topics addressed in the mentor/youth relationship. Follow-up services for no less than 12 months will occur for each program participant. Comprehensive guidance, counseling and referral to recognize needs, opportunities, strengths and/or limitations to make decisions based on this information, remove barriers to success, receive support services when appropriate and create an educational/vocational attainment plan.

Identify the additional 5% economically disadvantaged youth barrier, include the process and criteria used to determine "serious barriers to employment," and the local process to track enrollment of non-economically disadvantaged youth per WGL#04-05.
Currently, Maricopa County utilizes the 5% economically disadvantaged youth barrier. This barrier is used for youth that have at least one identified documented barrier as defined in WIA section 101(25) and lives in a household that does not meet the income criteria. Youth providers are required to submit a monthly report that tracks all enrolled youth, including the numbers of youth that are enrolled under the 5% barrier.

Identify the local process that is used to track out-of-school youth enrollments and expenditures to meet the 30% out-of-school youth minimum expenditure requirement.
Youth Providers are required to submit at the beginning of the contract term the budget breakdown to reflect 30% out of school expenditures.
Youth Providers submit invoices, which break down the out-of-school expenses and in-school expenses on a monthly basis. All required back-up documentation is also submitted monthly and is compared by program and finance staffs to ensure the submittals are correct. VOS data on out-of-school enrollments is provided to WDD's Chief Accountant on a regular basis. The WDD Chief Accountant compares monthly reports to verify expenditures that are submitted within each youth category for actual expenditures incurred from the prior month.

BUSINESS SERVICES
Describe the role and responsibilities of your Business Account Coordinator Team in your local area. Include active local business partnerships and established collaborations with Employment Service staff, local economic development entities and the community colleges.

Business Services is responsible for creating an awareness of and coordination of a menu of services designed to connect business with a qualified, quality workforce. Specific roles performed by Business Services include:

- Employer recruitments, posting job orders, conducting job fairs, job seeker specific workshops.
- Assessment testing, candidate screening to include stated abilities and qualifications that meet employer needs.
- Employer Training Services such as EWTP (Employed Worker Training Program), OJT, and access to WOTC and the Arizona Job Training Program.
- Access to space in the One Stop Centers for interviews, meetings and skill matching.
- Information on tax credits and financial incentives.
- Transition services and rapid response activities for employers faced with mass lay-offs, downsizing or closing.
- Promotion related to high-skill, high-wage employment opportunities through partnerships with local economic development organizations,
- Labor Market Information (LMI) research which delivers timely and reliable labor statistics to improve decision making relative to employment, wages, labor force, economic indicators and population trends.

Business Account Coordinators meet with employers, business groups and industry associations in an effort to gain first-hand knowledge of the skills required of the business's workforce. In an effort to develop a labor pool based on employer's needs, Business Account Coordinators meet with Career Guidance Specialists, training staff, DES Employment Service Representatives and other mandated and non-mandated partners to ensure job seekers are apprised of career ladder opportunities and directed into areas of high employment demand. In turn, Career Guidance Specialists who manage the job seeker caseloads advise Business Services of the anticipated date of completion for those customers receiving training and/or education through Individual Training Accounts.

The Business Services team has broadened its partnership with DES Employment Service and the Phoenix Workforce Connection to include several community-based organizations, faith-based organizations, and others engaged in the delivery of workforce development services to business customers. This Regional Business Services team routinely partners to stage large scale employer

recruitments, regional job fairs, and rapid response activities. This partnership also supports the presentation and promotion of other local job connection activities presented by private sector sponsors such as PhoenixHires.com, RecruitMilitary.com, NationalCareerFairs.com, and Disability Employment. High quality job fair events and career expos are coordinated with these groups and others, facilitated by Business Services, in exchange for event promotion at no cost. Additional professional staff from MWC is frequently involved by providing workshops, on-site resume reviews, and staffing job fair booths to promote the services available through MWC's One Stop Career Centers.

Business Services has also forged new win-win relationships with regional economic development agencies – the Greater Phoenix Economic Council (GPEC), the Arizona Association for Economic Development (AAED), Western Maricopa Coalition (WESTMARC), and the East Valley Partnership. Through these relationships Business Services is actively engaged with business attraction and business retention activities which grow and retain employment opportunities in the region.

During site selection visits Business Services is afforded the opportunity to present its full menu of services thereby presenting relocate prospects with a complete resource to address many of their workforce questions. When training a new workforce is a component of attracting new industries or occupations, the Maricopa County Community College District plays a vital role in the development and delivery of customized training based on industry-specific demands.

Individual efforts of the Business Account Coordinators has resulted in the development of genuine rapport with organizations such as; Jobing.com, Arizona Manufacturing Extension Partnership (AZMEP) and Arizona Society for Human Resource Management. These relationships foster opportunities to create high impact events that strengthen and support the employer base and foster opportunities for employment to job seekers.

Describe what is being done to place job seekers in positions within Arizona's Industries of Opportunity and outline the specific goals established to increase the number of placements in targeted industries.

The Business Services team works in cooperation and collaboration with the Arizona Commerce Authority (ACA), GPEC (the regional economic development agency), and the Maricopa Human Capital Collaborative (MHCC) to coordinate efforts to target and engage with those industries that have been mutually identified as Arizona's Industries of Opportunity. Our goal is to deliver maximum positive impact to regional economic development, employer competitiveness and individual professional viability during this period of moderate economic recovery.

This collaboration has demonstrated its effectiveness by being awarded a $6 million dollar State Energy Sector Partnership (SESP) grant which will be used to train and employ hundreds of individuals in "green" occupations in the renewable energy, sustainable energy and solar industry.

Along with renewable/sustainable and solar energy, other industries of opportunity are advanced manufacturing, information technology, and aerospace and defense.

This partnership not only provides solid footing for grant applications, but it has also been the springboard for the roll-out of a true Regional Business Services team strategy that will drive results by working collaboratively. Through the Regional Business Services team strategy we are able to strategically approach the identified industries of opportunity utilizing the resources of each partner to benefit the outcomes for each partner, each business and each individual that connects with employment.

Business Services has adjusted its methodology to include:

- Targeting specific employers and industries for outreach according to economic indicators of high growth, high demand.

- Working closer with the employer/industry to create employer/industry-focused skills development training.
- Maximizing productivity through stronger relationships with employers and through One Stop Center based events, forums and access to space which draw more customers to the One Stop Centers.
- Leveraging the existing regional relationship with GPEC to build stronger local relationships with Economic Development Director's in the communities of Maricopa County in order to ensure that relocate prospects, and established employers looking to expand, are aware of our services and how we can enhance their recruitment activities through access to a skilled and diverse workforce.

Describe current and/or planned use of WIA Title IB funds for apprenticeship training.

Maricopa County currently has formal agreements in place with four certified apprenticeship programs. They include Pipe Fitters, Sheet Metal, Bricklayers and Electrical programs. Under each of the agreements, MWC assists apprentices with their first-year program costs. The labor union or contractor responsible for oversight of each apprentice agrees to provide MWC with progress reports, employment status, and wage information for up to 12 months during an apprentice's first year of training.

SESP funds are currently being used to provide training to apprentices in "green" occupations in the renewable energy, sustainable energy and solar industry.

Describe the approach for coordinating training activities with the Arizona Job Training Program in your local area and what strategies are in place to connect with local businesses.

Business Account Coordinators, equipped with local labor market information, are able to provide an overview of the Arizona Job Training Program along with Employed Worker Training Programs (EWTP) and On-the-Job Training (OJT) programs through coordination with the Arizona Commerce Authority (ACA). The Arizona Job Training Program is highlighted as one of the primary programs offered to businesses based on their eligibility and training needs. Business Account Coordinators will refer the business customer to the ACA Program Manager or assist that business with the initial application process which will be forwarded to ACA for processing.

FAITH-BASED AND COMMUNITY ORGANIZATIONS
Describe service coordination with faith-based and community organizations.

Sharing How Awareness to Resources Empowers (SHARE) Access Points (**A**ffirming **C**ommunity **C**onfidence **E**mployability **S**elf-sufficiency & **S**elf-esteem**) –** MWC's faith-based initiative in partnership with PWC, has been continuously expanding since its inception in 2008. Access Points are faith- and community-based organizations that have joined the regional workforce network to assist job seekers with their job search. These "extensions" of the One-Stop Centers are designed to connect more job seekers with the One-Stop system in their own neighborhood during standard and non-standard hours, thus eliminating barriers to services due to schedules and lack of transportation. Access Points have evolved since inception and are committed to inspiring hope to individuals who are unemployed or underemployed. Access Point services may include assistance with job readiness education and training; job search; help with the public assistance application process; literacy training, GED preparation classes; food and clothing banks, transportation; tax services. To date 23 MWC Access Points have been established and are located in churches, community organizations, shelters, libraries, community colleges and for-profit organizations. Existing Access Points are serving Maricopa County residents, which includes ex-offenders, veterans, homeless individuals, fathers, students, and persons with disabilities. More Access Points are in the process of being developed with special emphasis on establishing Access Points in rural areas and areas not near a One-Stop Career Center. The Access Points are supported by MWC/PWC staff.

The ACCESS Point initiative has been nationally recognized and MWC and PWC staff has participated in DOL-sponsored webinars.

Agencies interested in becoming an ACCESS Point must provide a facility, have computers with Internet access, have staff or volunteers to receive facilitated training and offer flexible site hours. A Memorandum of Understanding is executed with each site outlining their roles/responsibilities and those of MWC/PWC. Site staff/volunteers receive training at a One-Stop location nearest their organization by attending the center orientation, job readiness workshops, shadowing career center staff to become familiar with techniques used to assist job seekers. MWC/PWC provides on-going technical assistance and support to the ACCESS Points and holds quarterly meetings to share information and best practices, discuss issues and problem solve. MWC has hosted an annual conference for the past two years with DOL representatives as guest speakers.

Describe activities designed to create and strengthen your local area's partnerships with faith-based and community-based organizations and their customers. Provide specifics on the organizations with whom you coordinate and/or partner.

MWC and PWC have staff dedicated to strengthening ties with faith-based and community organizations. MWC's Special Projects team has spent a considerable amount of time meeting with FBOs, youth providers, and the military community learning about their programs and services in order to develop a comprehensive outline and implement a plan of action for the MWCs role in FBO and Community Initiatives.

Coordination of efforts and collaborations have been formed with AZ Troop to Teachers (TTT), AZ DES Employment Administration, AZ Department of Veterans Services Benefits Office, the Carl T. Hayden Veterans Affairs Medical Center, Luke AFB, cities of Glendale, Phoenix, and Peoria Youth Programs, the Governor's Office, Interfaith Valley Partnerships, the Magellan Health Community Exchange, Goodwill of Central Arizona, AZ Call-a-Teen Youth Resources, Phoenix Job Corps, and Child and Family Resources.

MWC's current ACCESS Points include: Buckeye Outreach for Social Services, City of Chandler Library, Nehemiah House, Fresh Start Community Services, Glendale Community College, Mesa Community College, Greater Love Ministries, A New Leaf (La Mesita Shelter), City of Mesa Library, House of Refuge (shelter), Impacted for Purpose Ministries, Lutheran Social Services of the Southwest, City of Peoria Library, Abiding Savior Community Church, Tempe Community Action Agency, Emmanuel Church of God in Christ, Rehoboth Community Development Corp., North Phoenix Baptist Church, Foster Youth and Alumni Transition Center, Arizona Center for Responsible Fatherhood, Focus Employment Services, Gateway Community College, Lodestar Day Resource Center, and Paradise Valley Community College.

Section 6: Program Administration

Describe any local policies or guidelines implemented to support WIA Title IB program operations that are not addressed elsewhere in the Plan. Include information regarding the purpose, development, implementation, and monitoring of such policies.

MWC establishes policies and procedures as a guide for staff in the provision of services to customers.

MWC has created a Policies Review committee that meets on an as-needed basis to address federal and State guidance changes; make necessary policy/procedure changes and submit revisions to the Assistant Director of Workforce Development for approval. The Contract unit partners with the Program Operations Manager and staff to develop and conduct staff training. MWC has developed a review policy that the committee follows in the performance of their function. The MWC policy requires a review of all policies and procedures that will expire within two years of its origin or last revision. The policies are updated as needed and are posted on the Human Services Department's intranet, and maintained on the HSD server.

If the updated policy or process has changed substantially training is provide to ensure that all affected staff / contractors are familiar with the new changes.

Describe the local process and procedures that will be utilized to monitor sub-recipients (including OJT contractors) for program and EO compliance.

The Quality Assurance Team conducts bi-annual reviews of program objectives using a monitoring tool developed to address all aspects of the program or contract. The QA team ensures that EO compliance is met at the comprehensive One-Stop Centers, affiliate sites, and contractor facilities during these reviews. All entities monitored receive a copy of the monitoring results and are to provide a response as needed to the findings. Contractors and subcontractors must provide documentation stating that they adhere to affirmative action and equal opportunity practices when their contacts are approved.

The QA team also identifies "best practices" during its reviews and shares this information so that it can benefit other staff and programs.

FISCAL ADMINISTRATION

Describe the administration of WIA funds used by the LWIB. Include oversight responsibilities for WIA funds, Arizona Workforce Connection and other workforce development resources. Describe measures to eliminate duplicative administrative costs being used by the LWIB.

WIA funds used by the MWC Board are limited to board expenses i.e. board member travel and training. The funds are administered by the Maricopa County Human Services Department. WIA operational and programmatic funds are administered by the Maricopa County Human Services Department under the guidance and oversight of the Maricopa County Office of Management and Budget. Authority for expenditures is vested with the Assistant Director for the Workforce Development Division within the Human Services Department with oversight from the department's Chief Financial Officer, Deputy Director and Director.

PROCUREMENT

Describe the competitive and non-competitive process used to award grants and contracts for activities under Title IB of WIA, including how potential bidders are made aware of the availability of grants and contracts. Include the process to procure training services that are made as exceptions to the ITA process.

The competitive process used by the Maricopa County Human Services Department is as follows: The Request for Proposal (RFP) is the primary tool for recruiting vendors to provide materials and services at the best available price. The purpose of the RFP is to provide a framework that specifies requirements

and maximizes the competition to meet those requirements. In accordance with the Maricopa County Procurement Code, an RFP is developed, advertised and sent to potential contractors for services. All proposals submitted are disclosed in a public meeting at a date, time and location specified in the RFP. The public opening is conducted by the procurement officer and all proposals submitted are recorded on a proposal opening abstract which records the vendor name, address, other contact information, time and date of proposal submission and the determination as to whether or not the proposal is appropriate to the RFP.

Each proposal submitted must be individually evaluated and compared with all of the other proposals submitted. To ensure that the evaluation is uniform and impartial, a matrix of the RFP requirements is prepared by the procurement officer. This matrix reflects criteria deemed important to achieving the purpose and goals of the program. The criteria are assessed from most critical to least critical and assigned proportional award points. These criteria are published in the RFP so that potential vendors can better structure their proposal to meet County requirements. All proposals submitted are reviewed and evaluated by the appropriate area experts. Once the evaluation is completed, the procurement officer collects the proposals and completed evaluation matrices and enters the scores assigned onto a spreadsheet for comparison purposes. The proposal that receives the highest numerical score is awarded the contract by the Board of Supervisors as signed by the Chairman of the Board.

The non-competitive (sole source**)** process used by the Human Services Department (HSD) is as follows: The Board of Supervisors may award a contract for a commodity or service without competition based on the written documentation submitted by the Using Agency that there is only one source for the required commodity or service. Sole source procurement is not used unless there is clear and convincing evidence that there is only one source. Any requests by a Using Agency to restrict procurement to one potential contractor must be accompanied by a written explanation as to the lack of suitability or acceptance of other sources to meet the need. A requirement for a particular proprietary item does not alone justify sole source procurement if there is more than one potential respondent for that item.

Intergovernmental agreements are exempt from the requirement for competition and are subject to the Arizona Revised Statutes as well as the Maricopa County Code.

The Human Services Department utilizes Arizona's Statewide Eligible Training Provider list (ETPL) for training providers. The Department has not procured training services from other training providers.

Describe the criteria used for awarding grants for youth activities, including criteria used to identify effective or ineffective youth activities and providers of such activities.

The criteria used for awarding youth contracts consists of reviewing the body of the proposals to include the target population and service area where services would be provided; the types of proposed programs and services; the objectives to be achieved through the proposed programs/services; the methods to conduct the desired outcomes; the type of facilities that will be used to provide activities and services; the database requirements to use to track; how the contractors will evaluate and report that the methods and objectives are being met and followed; the contractor's previous experience and track record in providing services to youth; how the contractor will utilize other resources for referrals and description of collaborative partnerships for obtaining successful outcomes of goals; review of the contractor's qualifications and credentials of their staff as a provider of youth services; and budget projects. The Maricopa County Quality Assurance staff monitors all youth providers on a bi-annual basis to ensure that activities are appropriate and in line with the current contracts. The Contract Administrator requires that monthly reports are submitted on a timely basis and monitors the providers on an on-going basis to ensure contract compliance. If a provider is lacking in any area, the QA team provides technical assistance and appropriate training. Maricopa County released an RFP in February 2008 for the Youth Program. The one (1) year contract(s) will start on July 1, 2008 with an option, and with prior approval, to extend the period of the contract up to a maximum of four (4), one (1) year options. Maricopa County will be announcing a RFP for the Las Artes program with a contract effective date of July 1, 2011.

APPEALS PROCESS

Describe the procedures established for providers of youth or training services to appeal a denial of eligibility, a termination of eligibility or other action by the LWIB or One-Stop Operator.

Any participating respondent or contractor may protest the proposed award or the award of a Maricopa County contract or any dispute related to their contract utilizing Maricopa County's established process. The following is a brief outline of the appeal process:

- Protests are to be filed with the Procurement Officer issuing the solicitation or contract
- Written decision will be made within 14 days after filing
- Appeals are to be filed with Procurement Officer's respective department director within seven days from receipt of the Procurement Officer's decision
- Appropriate remedies may include one or more of the following:
    - Terminate the contract
    - Reject and reissue the solicitation
    - Issue a new solicitation
    - Award a contract consistent with this code
    - Decline to exercise an option to renew under the contract
    - Amend the solicitation
    - Such other relief as is determined necessary

EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION

Describe the system to assure compliance with all applicable federal and state laws and regulations including those regarding debarment, tax liabilities or delinquent obligations, the Federal Lobbying Act, Minority and Women Business, discrimination or harassment.

Maricopa County requires the following assurances for all Respondents/Contractors. Copies of these assurances are on file in the Human Services Department:

Certification Regarding Debarment. This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participant's responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

Accounting Certification Statement. As part of the RFP process, the Human Services Department (HSD) requires that applicants obtain an accounting system certification from an independent CPA. The purpose of such a review is to provide HSD with certain assurances that the applicant has internal accounting controls and administrative procedures in place which should provide reasonable assurance that claims for reimbursement are accurate, costs are allowable under the contract, and that costs are supported by source documentation.

Certification Regarding Lobbying. Public Law 101-121 (31 U.S.C. 1352)--For Reference see Federal Register, dated 2/26/90, Vol. 55, No. 18.

Drug-Free Workplace Certification. The Contractor certifies that it will provide a drug-free workplace.

Provide contact information for the Equal Opportunity (EO) Officer in the local area.

Rudy Barcelo, Equal Opportunity Officer
Maricopa County Workforce Development Division
234 N Central Ave, Suite 3201, Phoenix, AZ 85004
Phone (602) 506-4816 / TTY (602) 506-4802 / Fax (602) 506-8789
rbarcelo@mail.maricopa.gov

Describe how the identity of the EO Officer and the appeal process are made available.
A flyer is posted in a highly visible area within the One-Stop centers with all contact information related to equal opportunity and appeals. In addition, job seekers are provided information at the time of enrollment.

Describe the appeal process for assuring that no individual shall be excluded from participation, denied benefit or employment, nor subjected to discrimination under or in connection with, any program or activity for any reasons, including but not limited to: race, color, religion, national origin or citizenship, age, disability, political affiliation or belief.

The Center Complaint Process defines the process for receiving, reviewing, documenting and acting on customer complaints, excluding alleged discrimination. A customer complaint is defined as any written or verbal communication from a customer that expresses dissatisfaction with a service provided by MWC and requires further investigation and possible corrective action. Complaints include, but are not limited to, staff interactions, technology or facility issues, quality of service, and media descriptions.

The Program Complaint Process outlines the process for WIA participants that feel they are not receiving appropriate or adequate services to assist them with their employment goals. This includes the denial of WIA-funded training services, case management, supportive services, or any other services funded under WIA. It is the responsibility of their Career Guidance Specialist to inform the participant of the reason(s) for denial of services and inform them of their right for a higher review.

The Discrimination Complaint Process outlines the process for WIA participants that have complaints that are discriminatory in nature. The policy provides the procedures required for prompt and equitable resolution when any person or specific class of individuals files a complaint that he/she has been or is being subjected to discrimination. This regulation identifies the grounds or basis upon which a discrimination complaint may be filed.

Section 7: Performance

PERFORMANCE MANAGEMENT

Describe the monitoring process and oversight criteria and procedures utilized to move the workforce investment system toward LWIA goals.

Quality service and case management are critical to Maricopa County's achievement of its WIA performance goals. Maricopa County is committed to continuous improvement and has implemented processes to measure and improve the workforce system. The System Effectiveness Task Force, a subcommittee of MWC's Workforce Investment Board, uses a systematic approach for uncovering inefficiencies in the One-Stop system and recommends new policies and procedures to accelerate customer flow and reduce or eliminate time lags associated with referrals and co-delivery. The systems effectiveness task force has been renamed the MWC partnership committee.

MWC's Quality Assurance Unit is charged with the task of monitoring all Title IB programs at a minimum of twice per year and providing technical assistance and training as needed or requested. The QA team has developed a monitoring guide and tools specific to the Adult, Dislocated Worker and Youth funding streams which have been modeled after both the Department of Labor's and the DES WIA Section's monitoring guides to ensure alignment with WIA regulations, Federal and State guidance. These tools are updated to reflect any changes in WIA regulations, federal and state guidance. The programs are also monitored to ensure compliance with Maricopa County's policies and procedures. In addition to the WIA performance goals, Maricopa County has established goals for accuracy and completeness of participant records for which staff are held accountable as part of their annual performance appraisals.

The QA team develops a schedule for each review and provides advance notice of reviews to the program supervisors. At least a 10% sampling of participant records are selected for review each quarter. In addition to file reviews, the QA team interviews participants and employers as appropriate. Once the review has been completed a detailed report is compiled providing information on each file reviewed, needed corrective actions, observations, best practices and a timeframe for required responses and/or corrective actions. The report is provided to each Program Supervisor. Reports are maintained on file at the Maricopa County Human Services Department.

Maricopa County's Contracts Specialist who is a member of the QA unit provides oversight and technical assistance to contracted service providers. At this time only Title IB youth services are contracted. The Contracts Specialist reviews all claims submitted for payment and monitors performance to ensure the program operator is in compliance with contractual requirements before approving the claim for payment.

Describe how the LWIA identifies areas needing improvement and any processes in place to address deficiencies.

Areas needing improvement are identified during the monitoring process or by reviewing performance reports for each service provider. The deficiencies may be addressed in different ways depending upon the nature and severity of the deficiency.

Non-compliance issues are priority. Service providers are given a timeframe for developing a corrective action plan to correct noted deficiencies. Technical assistance may be provided to ensure the corrective action will achieve the desired results.

The QA team follows up to ensure the issue has been corrected or if it has not been resolved determine the reasons why, and will work with the provider to resolve the issue(s). Monthly meetings are held with the QA Team, Contracts Specialist, and the youth providers.

The QA Team also meets monthly with Adult and Dislocated Worker Program operations staff to hold similar discussions. Any trends identified during QA reviews may indicate a need for staff training, refresher mini trainings or the re-examination of a policy or process. If a need for staff training is identified, the QA team works with Adult / Dislocated Worker Program operations staff to develop and

provide training to the Career Guidance Specialists. The training is most often provided to CGSs from both One-Stops in a group setting to ensure everyone receives the same information. It also provides an opportunity for staff feedback and discussion. Training is also provided to the youth service providers in a similar fashion.

If it is determined that a policy has caused the deficiency, the policy is reviewed by the QA team, Program Manager and Program Supervisors and revised. The updated policy is distributed to all affected staff members. If the process is the problem, the QA team and program operations staff reviews the process together. Other staff, including partners, who bring a different perspective to the issue, may be involved in the review process. The improved process may be piloted to see how it will work and to work out any bugs. If it results in the desired outcome, it is communicated to all affected staff during a meeting or a training session.

Performance reports are generated and reviewed at least once per quarter for all programs. If there is a significant decrease in a performance measure, numerators and denominators are extracted for the measure and sent to the provider to compare against their internal records. If the drop in performance is due to inaccurate data entry into the reporting system, training is provided. If it is suspected to be a data system problem, it is reported to the DES WIA section. If the provider is failing the measure or at risk of failing the measure due to other reasons then strategies to improve performance are discussed and implemented.

NEGOTIATED PERFORMANCE

Describe how levels of negotiated performance ensure and support the LWIA vision.

MWC's mission is to promote and facilitate strategic alliances among public and private stakeholders within the Maricopa County area to ensure workforce excellence and contribute to the economic vitality for area employers, incumbent workers and future workers. Maricopa County continually strives to promote workforce excellence by developing and providing qualified individuals and other resources to employers. The negotiated performance levels serve as the framework for the provision of quality services to job seeker and employer customers.

MWC has developed strategies to ensure that not only performance levels are achieved or exceeded but also ensure that customers' needs are met. These strategies include:

- Implementation of a demand-driven system focusing on high-growth, high-demand industries.
- Targeted industry clusters include Advanced Manufacturing, Health Care, Biosciences, Green Technologies and Solar.
- Economic analysis is fundamental to a successful demand-driven approach. Maricopa County uses a wide array of workforce-related data including economic indicators, labor market information, census data, projections and educational data to target industry sectors characterized as high-growth, high-demand sectors
- Development of partnerships to increase leveraged resources. In addition to the One-Stop partners, Maricopa County has embarked on numerous regional initiatives with the City of Phoenix.
- Enhanced integration of service delivery through the One-Stop career centers by working closely with partner agencies. A referral process has been developed and customers are co-case managed to reduce duplication of services, leverage resources and enhance services.
- Formulation of policies and procedures to ensure customer training and employment decisions are supportive of industries in demand that offer growth and wage improvement opportunities. At a minimum 80% of training dollars must be expended for in demand/growth occupations.

Provide a listing of the PY 2010 LWIA performance standards for the Adult, Dislocated Worker, and Youth Programs negotiated with the State WIA Section

Measure	Customer Group	Negotiated PY 09 Levels	Actual Performance	Maricopa Performance Status	Negotiated PY 10 Levels
Entered Employment	Adult	75.3	69.1	M	75.3
(10/01/08 – 9/30/09)	DW	77.4	69.4	M	77.4
	OY	73.0	72.4	M	73.0
Retention	Adult	84.0	82.4	M	84.0
(4/01/08 – 3/31/09)	DW	87.5	84.7	M	87.5
	OY	80.0	74.2	M	80.0
	YY	65.0	60.7	M	65.0
Average Earnings	Adult	$12,420	12,385.40	M	$12,420
(4/01/08 – 3/31/09)	DW	$14,000	14,681.80	E	$14,000
	OY	$4,000	4,049.30	E	$4,000
Credential and Employment	Adult	66.0	70.2	E	66.0
(10/01/08 – 9/30/09)	DW	72.0	73.3	E	72.0
	OY	50.0	45.5	M	50.0
Youth Diploma / Equivalent	YY	70.0	83.2	E	70.0
(4/01/09 – 3/31/10)					
Skill Attainment	YY	83.0	86.3	E	83.0
04/01/09 – 3/31/10)					
Total Measures Exceeded: 6	Total Measures Met: 9		Total Measures Not Met: 0		

Section 8: Appendices

Appendix A – Published Notice for Public Comment

Appendix B – Plan Review Comments

Appendix C – One-Stop Operator, Administrative Entity, and Fiscal Agent Resolutions

Appendix D – One-Stop Partner Agreement

Appendix E – WIA Performance Agreement

Appendix F – Organizational Chart

Appendix G – Co-locator Agreements

Appendix H – Local Plan Signature Page

Attachments:

1. **MWC Board Roster**
2. **Flowchart – Initial Business Contact**
3. **Flowchart – Service Delivery**

Appendix A – Published Notice for Public Comment

Public comment on the MWC plan was invited through public notice printed in the Arizona Business Gazette the Phoenix Business Journal and the East Valley Tribune. Copies of the draft Plan were made available for public inspection at MWC's One-Stop locations, Maricopa County Human Services Department, and placed on the MWC website for download. No public comments were received for consideration. Any actions taken or not taken based on public comment would have been reported to the MWC Executive Committee and Full Board.

In accordance with WIA §118 (B)(7), consistent with subsection (c), Maricopa County Human Services Department requests public comment on Maricopa Workforce Connections' draft 2011-2013 Two-Year Local Workforce Investment Plan.

Copies of the draft plan are available for public inspection at MWC One-Stop Career Center locations (735 N. Gilbert Rd., Ste. 134, Gilbert, AZ 85234; and 1840 N. 95th Ave., Ste. 160, Phoenix, AZ 85037), Maricopa County Human Services Department (234 N. Central Avenue, 3rd Floor, Phoenix, AZ 85004), and online at www.maricopaworkforceconnection.com. Written comments may be submitted at any public inspection site or via an e-mail link on the Web site prior to August 1, 2011.

Daily News-Sun
10102 Santa Fe Drive
Sun City, Arizona 85351
623.977.8351
Fax 623.876.2589

East Valley Tribune
1620 W Fountainhead Pkwy
Suite 219
Tempe, AZ 85282
480.898.6466
Fax 480.898.6463

Affidavit of Publication

Ad: (for 7/1/2011 thru 7/1/2011 PUBLIC NOTICE - Attn: Dawn), Issues 1

I, Vicki Serna, Legal Advertising Representative, acknowledge that the attached ad was published in a newspaper of general circulation.
The dates of the publication and description are stated above.

Daily News-Sun and
The East Valley Tribune

Vicki Serna, Legal Advertising Representative

Account :	3513128
Ad Number:	16690990
Price:	$45.00

STATE OF ARIZONA,
COUNTY OF MARICOPA

On 7/6/2011 Vicki Serna appeared before me, whom I know personally to be the person who signed the above document and proved she signed it.

DiBona Notary Public

PUBLIC NOTICE

In accordance with WIA §118(B)(7), consistent with subsection (c), Maricopa County Human Services Department requests public comment on Maricopa Workforce Connections' draft 2011-2013 Two-Year Local Workforce Investment Plan

Copies of the draft plan are available for public inspection, at MWC One-Stop Career Center locations (735 N. Gilbert Rd., Ste. 134, Gilbert AZ 85234; and 1840 N. 95th Ave., Ste. 160, Phoenix, AZ 85037), Maricopa County Human Services Department (234 N. Central Ave., 3rd Fl., Phoenix, AZ 85004), and online at www.maricopaworkforceconnection.com. Written comments may be submitted at any public inspection site or via an e-mail link on the Website prior to August 1, 2011.

July 1, 2011 / 16690990

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O
234 N CENTRAL AVE 3RD FLR
PHOENIX AZ 85004

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DUE UPON RECEIPT

AD CHARGES

Pub Date	Description	Class Category	Class	Units	Times Run	Billed Units	Rate	Amount
	TWO YEAR LOCAL WORKFORCE CONNECTION							
07/07	ABG - Daily	Maricopa County-AB	01	20.00	1	20	0.03	0.50
							Total Invoice Charges	0.50
							Total Amount Due	0.50

Maricopa Workforce Connections

Public Comment Form
2011–13 Local WIA Two-Year Plan

Date: _____
Name: _____
E-mail: _____
Phone: _____

COMMENTS _____

Appendix B – Plan Review Comments

No public comments were submitted for consideration.

Appendix C – One-Stop Operator, Administrative Entity, and Fiscal Agent Resolutions
The following motions were adopted by the MWC Full Board at the August 25, 2011 Meeting:

Action Item #1 Resolved:

- The Maricopa Workforce Connections Board, certified by the State of Arizona, and approved by the Maricopa County Board of Supervisors as the Local Workforce Investment Board for Maricopa County, serving all citizens and businesses outside of the City of Phoenix, appoints the Maricopa County Human Services Department's Workforce Development Division as the MWC One-Stop Operator for the period July 1, 2011 through June 30, 2013, or until the MWC Board approves a new Two Year Plan.

Action Item #2 Resolved:

- The Maricopa Workforce Connections Board, certified by the State of Arizona, and approved by the Maricopa County Board of Supervisors as the Local Workforce Investment Board for Maricopa County, serving all citizens and businesses outside of the City of Phoenix, appoints the Maricopa County the MWC fiscal agent for the period July 1, 2011 through June 30, 2013, or until the MWC Board approves a new Two Year Plan.

Action Item #3 Resolved:

- The Maricopa Workforce Connections Board, certified by the State of Arizona, and approved by the Maricopa County Board of Supervisors as the Local Workforce Investment Board for Maricopa County, serving all citizens and businesses outside of the City of Phoenix, approves the MWC One Stop Partner Agreement for the period July 1, 2011 through June 30, 2013, or until the MWC Board approves a new Two Year Plan.

- The Maricopa Workforce Connections Board directs its One Stop Operator to execute this agreement with all MWC Partners.

Action Item #4 Resolved:

- The Maricopa Workforce Connections Board, certified by the State of Arizona, and approved by the Maricopa County Board of Supervisors as the Local Workforce Investment Board for Maricopa County, serving all citizens and businesses outside of the City of Phoenix, approves the MWC Two Year Plan for the period July 1, 2011 through June 30, 2013, or until the MWC Board approves a new Two Year Plan.

- The MWC Board directs its One-Stop Operator to submit the Two Year Plan, in its entirety, complete with all the required agreements, to the Maricopa County Board of Supervisors for approval, and subsequently to the State of Arizona for affirmation.

- The MWC Board authorizes the MWC Executive Committee to approve, as necessary and deemed expedient, any technical correction to the Two Year Plan in its entirety as may be requested by Maricopa County or the State of Arizona.

Patrick Burkhart, Assistant Director Maricopa Workforce Connections	Rick McCartney Chair, Maricopa Workforce Connections Board
Signature _____	Signature _____

Appendix D – One Stop Partner Agreement

Workforce Investment Act
One Stop Partner Agreement with the
Maricopa Workforce Connections Investment Board
2011 - 2013

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 responsibilities for implementation of the provisions of Section 1219(c) (2) of Title I of the Workforce Investment Act of 1998. MWC operates two comprehensive One Stop Career Centers and is responsible for the design of a system that promotes collaborative employment & training strategies reflecting the particular needs of the area's local and regional economies. The system is built upon a framework of service delivery through comprehensive and affiliate One-Stop Career Centers and a collaborative network of Organizations. As mandated in WIA and Department of Labor implementing regulations at 20 CFR 662.300, One Stop Operators must develop Agreements with agencies that are co-located in the One Stop Career Centers.

This Agreement establishes the terms and conditions among the undersigned partners within the Maricopa Workforce Connections One-Stop System, (hereinafter "Partner (s)") in their efforts is to establish a cooperative working relationship between and among the parties and to define the roles and responsibilities of all parties with respect to implementation of the Maricopa Workforce Connections One-Stop System.

II. Definitions

Maricopa Workforce Connections Investment Board: The local workforce investment area board established by the State of Arizona for the geographic area comprising all of Maricopa County except the City of Phoenix.

Maricopa Workforce Connections One-Stop System Operator: The entity designated or certified under section 121(d) of the Workforce Investment Act of 1998. One-Stop operators are responsible for the operation and the coordination of all activities in a One-Stop center.

One-Stop Partner: The term "one-stop partner" means:

1. An entity described in section 121(b) (1) of the Workforce Investment Act of 1998; and
2. An entity described in section 121(b) (2) of the Workforce Investment Act of 1998 that is participating in the operation of a One-Stop delivery system.

Co-Located Partner: A One-Stop Partner occupying space in a One-Stop facility.

One-Top Comprehensive Career Center: Under the Workforce Investment Act, every local System must have at least one comprehensive Center. A One-Stop Center is a facility that makes a complete range of the system's services available at a single site, through self-service or with staff help.

Affiliate Center: A facility designated by the Maricopa Workforce Connections Board that provides some or most of the system's services, and operates under the name of the Maricopa Workforce Connections One-Stop System.

Maricopa Workforce Connections One-Stop System: The network of workforce products and services that meets business and jobseeker needs in whatever manner and location is most effective and convenient for the customer. The one-stop system is often described as a "seamless system of service delivery". Information and access to services are available to customers regardless of which partner site is entered. All partners have an obligation to provide the core informational services so that individuals may access the one-stop system regardless of where they enter, including information regarding access or linkages to intensive services, training services and the programs and activities carried out by all of the One-stop partners.

III. Purposes of the Agreement

The purposes of this Agreement are to: (1) provide a framework for the delivery of comprehensive and collaborative workforce development services to job seekers and employer~~s~~ of the region, and (2) establish a clear understanding among the Partners regarding their respective roles and responsibilities for implementation of the provisions of Section 1219(c)(2) of Title I of the Workforce Investment Act of 1998.

The Maricopa Workforce Connections One-Stop System has been designed by the State of Arizona to promote 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.

The Maricopa County Workforce Investment Board and its participating partners enter into this Agreement to ensure that the following principles of the Workforce Investment Act of 1998 are implemented:

- Universal Access: All job seeking 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 enrollment transactions at these access points.

- Integrated Services: Delivery of services will be continually enhanced through collaborative planning, the coordination and scheduling of Partner activities and services, and the sharing of program information, performance data, and participant data.

- Individual Choice: Job seeking customers will have choices in the mechanisms through which they access services and among 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: The design and management of Maricopa Workforce Connections facilities and affiliated facilities as well as the 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 one another in; (1) their respective provision of services and to facilitate joint provision of services consistent with the needs of their respective customers, and (2) the program goals of the partner organizations, and laws and regulations governing the programs they operate.

- 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.

IV. Geographic Area Covered by the Agreement

- Direct Services: Maricopa County exclusive of the City of Phoenix
- Collaborative Services: City of Phoenix (Operating as Phoenix Workforce Connection)

V. One-Stop Center Locations

Comprehensive One Stop Locations	Affiliated Limited Services Locations
Gilbert (East Valley) 735 N. Gilbert Road Gilbert, Arizona 85234	Mesa Job Service 163 N. Dobson Road Mesa, Arizona 85201
West Valley Career Center 1840 N. 95th Ave, Suite 160 Phoenix, Arizona 85307	Vista del Camino City of Scottsdale 7000 E. Roosevelt Scottsdale, Arizona 85257

VI. Cost Sharing

Each Partner, co-locating in a Maricopa Workforce Connections One-Stop Career Center agrees to contribute proportionately to the operational costs of the system (20 CFR §662.270). Such partners shall enter into a license agreement with Maricopa Workforce Connections' designated One-Stop System Operator, Maricopa County, for this purpose.

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

The One-Stop System Operator will propose a cost allocation method for shared costs. The methodology will be based on the cost allocation considerations discussed below.

B. Cost Allocation and Resource Sharing Methodology

The partners will 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 will be fully documented and auditable. The structure and capabilities of the partners' accounting systems will be considered in designing an operable cost allocation

process. Each co-locating partner must 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.

The Maricopa Workforce Connections One Stop Operator will negotiate each partner's share of the costs in a way that promotes the principles of proportionate cost sharing. To accomplish this, the LWIB will support the fairness of the negotiated Agreement through the use of cost allocation methods or bases.

The Maricopa Workforce Connections Board delegates to the One Stop System Operator 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.

C. Payment System and Timeline

The payment system for shared costs to operate the One-Stop Centers is to be paid within thirty days from the first of the month due date to the One-Stop operator. Failure to pay within this timeframe could result in additional finance charges being assessed to the co-located partner(s).

D. Alteration Provisions

Should a co-located partner want to alter the cost sharing arrangement based on benefits derived, as indicated above there will be a minimum quarterly opportunity for re-negotiation.

E. Audit Responsibilities

The co-located partners agree that each will bear a proportionate share of any applicable audit responsibilities based on their respective dollars contributed arising from this Agreement.

VII. Supportive Services

All partners agree to coordinate supportive services for the individual and their families within the boundaries of their respective capacities. This will be tracked and accounted for in the case management process.

VIII. Business Services

The Maricopa Workforce Connections Board, through its One Stop System Operator, agrees to provide the listed services below to all 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

IX. Customer Satisfaction

All partners agree to the establishment of an accountability system to measure the success of the One-Stop system in ensuring employers and workforce development participants are highly satisfied with workforce development services.

Each partner shall provide the One-Stop customer satisfaction survey data as it is collected.

X. Continuous Improvement

All partners will participate on relevant Task Forces created by the Maricopa Workforce Connections Board by designating a representative to serve. This designee will attend the Task Force meetings in an effort to improve services. Partners will actively participate in any staff meetings conducted for the purpose of operation of the One Stop System or specific One Stop Career Centers.

XI. Performance Accountability

All partners agree to exchange information on an annual basis about performance goals and the attainment of those goals by the partners. This data will be accumulated by the One-Stop operator and presented to the Maricopa Workforce Connections Board during its regularly scheduled meetings.

Partners will develop strategic plans on how to assist one another in meeting those performance goals whenever possible. Partner agencies will be held accountable for performance as specified within their scope of work.

All partners in the One-Stop system will:

- Adhere to prescribed reporting schedules
- Provide required performance data in a compatible format to the Maricopa Workforce Connections Investment Board on an annual basis
- Agree to work toward the development of common performance goals and measures that will be in alignment with the stated goals of the Maricopa Workforce Connections system.

XII. Referral Process/Methods Between Organizations

All partners agree to provide value-added referrals to customers for additional services with other partner agencies when those customers are deemed in need of such additional services. It is agreed the One-Stop Delivery system partners of this signed Agreement will conduct referral for services in the following manner. All customers referred for services will:

- Receive a written referral form with the date, time, and place of the appointment.
- All appointments will be scheduled within three working days.
- The individual making the appointment will follow-up with the customer within three working days of the scheduled appointment date.

A. Referral Point of Contact for Each Organization

All partners agree to provide a referral point of contact including name, title, and associated phone number, e-mail address and fax number for the referral point. The partner organizations agree to provide this information within two weeks of the official signing of this Agreement. The partners further agree to keep this information current should changes occur.

B. Co-enrollment

All partners agree to co-enroll participants in multiple partner programs whenever appropriate and as eligibility and other program regulations allow. The objective of such co-enrollment is to broaden the service options for participants and to respond to unmet training, supportive service, and placement support needs. Furthermore, co-enrollment allows the partners to share credit for outcomes. All partners agree to:

- 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.
- With the informed consent of the affected participant share participant information (including eligibility and assessment information) to minimize participants' needs to have to provide similar or identical information to more than one of the partners.

C. Appointment Scheduling

All partners agree to coordinate appointment scheduling activities to facilitate customer flow and service among the partners.

XIII. Capacity Building

All partners agree to maintain 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 sites. 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. Each partner agrees to provide training to the other partners in the system. Each partner also agrees to attend training given by other organizations within the One Stop System.

It is understood all organizations participating 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. The partners agree to work continuously to ensure collaboration with State and regional efforts to provide service delivery in response to identified capacity building needs.

XIV. Marketing and Outreach

The partners to the Agreement agree to a collaborative marketing strategy 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

XV. Duration of the Agreement

This Agreement will commence on July 1, 2011 and shall remain in effect through June 30, 2013 with an amendment clause of 30 days unless the Maricopa Connections Workforce Investment Board extends, amends, or terminates it.

XVI. Confidentiality

The partners agree to share customer information only for the benefit and with the expressed and informed consent of the participant and, if applicable, the participant's parent or guardian, except as otherwise required by law.

XVII. Dispute Resolution Process

It is expected 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 the Maricopa Workforce Connections Executive Committee within 15 days of the initial dispute.

- The Executive 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.

XVIII. Indemnification/Hold Harmless

Each party hereby agrees to indemnify, defend and hold harmless all other parties identified in section 7 above of this Agreement from and against all claims, demands, damages and costs arising out of or resulting from any acts or omissions which arise from the performance of the obligations by such indemnifying party pursuant to this Agreement. It is understood and agreed that all indemnity provided herein shall survive the termination of this Agreement.

XIX. Non-participation by a Required Partner

If a required partner elects not to participate, that partner may not be represented on the Maricopa Workforce Connections Investment Board. All efforts must be made to come to Agreement on the issue(s) involved. In the event that this issue(s) cannot be resolved, alternative partner(s) will be sought to represent the required partner service or funding stream.

XX. Severability Clause

If any part of this Agreement is found to be null and void, or is otherwise stricken, the rest of this Agreement shall remain in full force and effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and respective successors and assigns where permitted by this Agreement.

XXI. Insurance

All parties agree to maintain in full force and effect during the term of this Agreement and any extension thereof, commercial general liability insurance, or self-insurance, with limits of not less than $1,000,000 single limit coverage per occurrence for bodily injury, personal injury and property damage. Upon request from any other party, a party shall provide an appropriate certificate evidencing such insurance, or self-insurance, to the requesting party.

XXII. Assurance and Non-Discrimination Clause

The WIB and the identified partners herein described as parties to this Agreement accept the assurances and certifications identified in this section. Through the signing of this Agreement, the parties agree to the provision contained in each of the documents identified below and incorporated by reference into this Agreement.

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

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

Nothing herein shall be construed as obligating the parties to expend funds or be construed as involving the parties 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.

XXIII. Whole Document

There are no other agreements or understandings, written or oral, between the undersigned other than as set forth herein. This Agreement shall not be modified or amended except by a written document executed by both parties to this Agreement pursuant to the terms for amending the document set forth herein above.

XXIV. Disabilities Services

Pursuant to 29 CFR Part 37.7 through 37.10, the parties to this Agreement will 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

XXV. Data Access

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 Memorandum of Understanding if the following conditions are met:

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

XXVI. Signatures

Required Partners are entities designated by Section 121 of the Workforce Investment Act of 1998 and by CFR 622.200. Additional Partners to this Agreement may be so designated by the Maricopa Workforce Connections Board.

Signatures of Partner Organizations:

Maricopa County Human Services Department
Programs authorized under WIA Title I serving Adults, Dislocated Workers and Youth Community Services Block Grant Employment and training Activities

Signature Date:

Phoenix Job Corps
Job Corps Programs

Signature Date

Phoenix Indian Center
WIA Title I Native American Programs

Signature Date:

DES Employment Administration

WIA Title I, Section 167 Migrant and Seasonal Farm Worker Program, WIA Section 121(b)(1)(B)(i) Veterans Workforce Programs, Wagner-Peyser Act Programs, Title I, Rehabilitation Act Programs, Trade Adjustment Assistance, State Unemployment Compensation Activities, Veterans Employment Representative and Disabled Veterans Outreach Activities Authorized by Chapter 41, Title 38, USC, TANF

Signature Date:

DES, Adult and Aging
Senior Community Service Employment Program of Title V of the Older Americans Act

Signature Date:

Maricopa Community College District
Postsecondary Vocational Education Activities of the Carl D. Perkins Career and Technical Education Improvement Act of 2006
WIA Title II Adult Education and Literacy Programs

Signature Date:

Housing and Urban Development
HUD Employment and Training Activities

Signature Date:

SCORE

Signature Date:

Project PEPP

Signature Date:

MAXIMUS

Signature Date:

AWEE

Signature Date:

Area Agency on Aging

Signature Date:

Title IB Operator

Patrick Burkhart, Assistant Director
Maricopa Workforce Connections

Signature

Date

Chair, Maricopa Workforce Connections Board

Rick McCartney
Chair, Maricopa Workforce Connections Board

Signature

Date

Appendix E – WIA Performance Agreement

AGREEMENT BETWEEN
MARICOPA COUNTY BOARD OF SUPERVISORS AND
MARICOPA WORKFORCE CONNECTIONS BOARD
IN PERFORMANCE OF
WORKFORCE INVESTMENT ACT ACTIVITIES

This Agreement is entered into on this _____ day of _____, 2011 by and between Maricopa County Board of Supervisors, the chief local elected official under the Workforce Investment Act (WIA) of 1998 hereinafter referred to as the "Board" and Maricopa Workforce Connections Board (MWC), the local workforce investment board under the WIA, hereinafter referred to as "MWC", collectively be referred to as the "Parties". The purpose of this Agreement is to outline the responsibilities concerning operation of the One-Stop centers in Maricopa County. See Section 121 of Public Law 15-220.

I. GRANT RECIPIENT AND ADMINISTRATIVE ENTITY

The Board and MWC designate the Board as the Workforce Investment Act (WIA) of 1998 grant recipient and jointly appoint the Maricopa County Human Services Department, hereinafter referred to as the Department, as the administrative entity for all WIA programs operated within Maricopa County outside the City of Phoenix, known as the Local Workforce Investment Area (LWIA) as designated by the State of Arizona.

II. AUTHORITIES AND RESPONSIBILITIES HELD JOINTLY BY THE BOAD AND MWC

A. The Board and MWC shall jointly approve the Two-Year Plan hereinafter referred to as the "Plan", prepared according to requirements of WIA Section 118, of Public Law 015-220.

B. The Board and MWC shall jointly ensure effective delivery of services in the approved Plan to provide the most beneficial mix of program options for residents of Maricopa County outside the City of Phoenix.

C. The Board and MWC shall jointly stimulate the active, effective participation of all sectors of the community, public and private, in the provision of employment and training services.

D. The Board and MWC shall comply with the conflict of interest provisions as cited in the WIA Law and Regulations.

III. AUTHORITIES AND RESPONSIBILITIES OF THE MARICOPA WORKFORCE CONNECTIONS

Pursuant to WIA, Section 134, of Public Law 015-220, MWC shall provide policy guidance and oversight for employment and training activities conducted in the LWIA.

A. MWC shall provide policy direction to the Department on all matters pertaining to the provisions of the services under the WIA.

B. MWC shall provide direction, review and approve the Two-Year Plan and all modifications to the Plan developed by the Department pursuant to WIA.

C. MWC shall ensure procurement and competitive bid processes are followed in the selection of program and service providers' that are funded through WIA.

D. For the purpose of this Agreement the term "oversight" means reviewing, monitoring, evaluation and recommending corrective action to be taken. MWC shall exercise independent oversight of programs and activities under the Two-Year Plan. Such oversight shall not be circumscribed by the Agreement or any other agreement with the Board.

E. MWC shall solicit the input and participation of the public and local business community in the provision of program services to residents of the LWIA.

F. MWC shall establish guidelines for the level of skills to be provided in the occupational skills training programs funded by WIA.

G. MWC shall establish Adult and Youth competencies in accordance with WIA, Section 129 and 172.

H. MWC shall identify occupations for which there is a labor market demand to serve.

I. MWC shall determine the employment needs of the area's unemployed; the labor force needs of area employers; appropriate linkages between funds made available under the WIA; economic development activities of the area; and other such analysis as are required in the Act, as well as those which MWC determines to be appropriate and necessary to discharge its responsibilities.

J. The Board shall approve and accept receipt of WIA funds through the formal Board approval process.

IV. AUTHORITIES AND RESPONSIBILITIES OF THE BOARD AND THE DEPARTMENT

A. The Board shall maintain financial liability for the proper administration of funds received pursuant to the requirements of WIA Section 117 (d) (3) (B), of Public Law 015-220.

B. In accordance with WIA, Section 117(c) (1) (A), the Board shall approve the appointment of MWC officers and board members.

C. The Department shall prepare an annual operating budget to provide for the support of the MWC and the Department. Such operating budget shall provide the staff, office and material support necessary for the MWC and the Department to discharge their respective administrative, management and policy responsibilities under the Act and other relevant Federal and State legislation.

D. The Department shall administer programs as described in the Plan consistent with the Act and the rules and regulations promulgated thereto. The Department shall comply with federal, state and local laws, rules, and regulations as prescribed by the Act.

E. Other administrative duties and responsibilities as required by the Act and regulations thereto.

V. RESOLUTIONS OF POLICY DISAGREEMENTS

In the event that MWC and the Board cannot reach mutual agreement on a policy decision, such as the approval of the Plan, representatives of MWC and the Board shall meet to discuss areas of disagreement in order to reach agreement. Unresolved issues on the Plans shall be submitted to a three member panel consisting of MWC Chairperson, a Board Chairperson and a third impartial representative of the Governor's office acceptable to both MWC and the Board. Shall the issue not be resolved at this level an appeal shall be made to the Department of Labor pursuant to the Act.

VI. AMENDMENTS

Either MWC or the Board may propose amendments to this agreement at any time by providing written notice to the other party of any proposed amendments. Amendment to the Agreement shall require majority approval by both MWC and the Board.

VII. TERM OF AGREEMENT

The term of the Agreement shall commence upon approval of both parties, and shall run through June 30, 2013, and thereafter shall automatically be renewed from program year to program year unless; (1) either party gives at least 30 days notice to the others of its intention not to renew, or (2) MWC prepares and submits a new Two-Year Plan

Parties having reviewed and approved this Agreement, hereto agree to be bound by the provisions herein set forth.

MARICOPA COUNTY BOARD OF SUPERVISORS	MARICOPA WORKFORCE CONNECTIONS, INC.
_____	_____

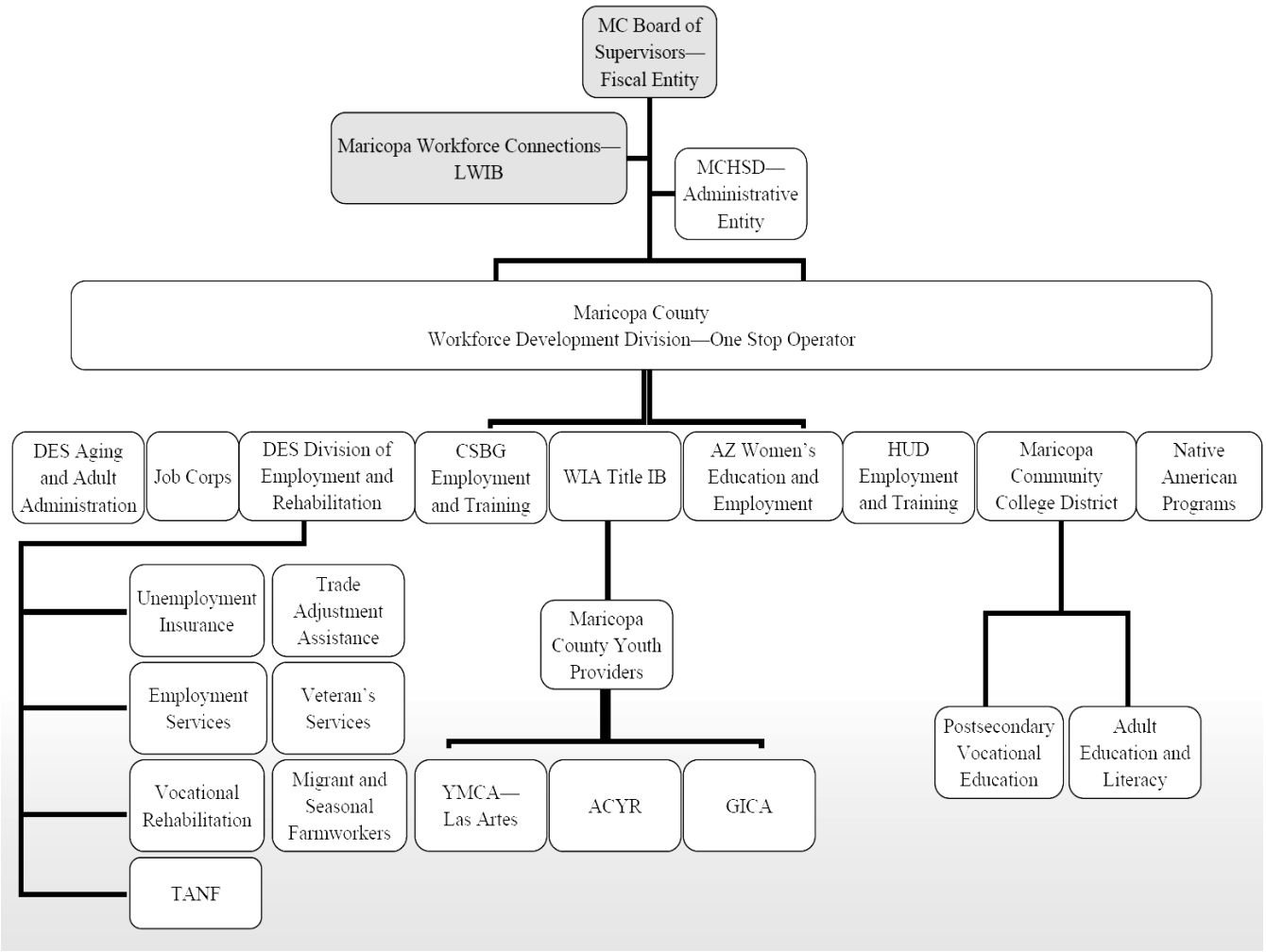
ATTEST:

APPROVED AS TO FORM:

MARICOPA COUNTY ATTORNEY

_____

Appendix F – Organizational Chart



Appendix G – Co-Locator Agreements

Full agreements and amendments are available on the website at:

http://www.maricopaworkforceconnection.com/about/rfp.asp

Maricopa Workforce Connections

Home | Job Fairs | Locations | MWC Board | Contact Us | Links | Site Map | Policies

Equal Opportunity -- American's with Disability Act (ADA) Resources and Information

Co-Locator Agreements

Description	Download PDF	Date
DES EA Agreement	DES	August 2011
Maximus	Maximus	August 2011
MCBiz Agreement & Amendment	MCBiz	August 2011
Portable, Practical, Educational Preparation, Inc. (PPEP) Agreement & Amendment	PPEP	August 2011
SCORE Agreement & Amendment	SCORE	August 2011
Child & Family Resources Agreement & Amendment	ChildFamilyResources	August 2011

MWC Board

About MWC

MWC Two-Year Local Plan

Full Board
Executive Committee
Youth Council
Ad hoc Task Force

2007 CEO Workforce Summit
RFPs/RFQs

INTERGOVERNMENTAL AGREEMENT

BETWEEN

ARIZONA DEPARTMENT OF ECONOMIC SECURITY

EMPLOYMENT ADMINISTRATION

AND

MARICOPA COUNTY

ADMINISTERED BY ITS

HUMAN SERVICES DEPARTMENT

FOR

CO-LOCATING PARTNER – RESOURCE SHARING AGREEMENT

CONTRACT

C-22-10-009-3-00

DO NOT REMOVE
This is part of the official document.

MARICOPA COUNTY
INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agency Agreement (IGA) is between the Arizona Department of Economic Security/Employment Administration (hereinafter referred to as DES/EA) and Maricopa County (hereinafter referred to as the COUNTY), administered by its Human Services Department (hereinafter referred to as the DEPARTMENT).

WHEREAS the County is duly authorized to execute and administer contracts under A.R.S. § 11-952; and

WHEREAS DES/EA is duly authorized to execute and administer contracts under A.R.S. §41-1954 (A) (1) (d); and

WHEREAS the County and DES/EA are authorized by A.R.S. §11-952 *et seq.* to enter into agreements for joint or cooperative action to contract for the services specified in this contract.

THEREFORE the County and DES/EA agree to abide by all the terms and conditions set forth in this Agreement. This Agreement shall constitute the entire agreement between the parties and supersede all other understandings, oral or written.

BY SIGNING THIS FORM, THE SIGNATORIES CERTIFIES HE/SHE HAS THE AUTHORITY TO ENTER INTO THIS AGREEMENT.

FOR AND ON BEHALF OF THE ARIZONA DEPARTMENT OF ECONOMIC SECURITY EMPLOYMENT ADMINISTRATION

Procurement Officer Signature

Elizabeth G. Csaki
Printed Name

Professional Services Unit Manager
Title

6/10/09
Date

DE091240
DES Contract No.

FOR AND ON BEHALF OF MARICOPA COUNTY

Chairman of the Board Signature

MAX W. WILSON
Printed Name

Chairman, Maricopa County Board of Supervisors
Title

JUL 22 2009
Date

Attested to:

~~Fran McCarroll~~, *Clerk of the Board*
DEPUTY

C-22-10-009-3-00
Maricopa County Contract No.

IN ACCORDANCE WITH A.R.S. §11-952 THIS CONTRACT HAS BEEN REVIEWED BY THE UNDERSIGNED WHO HAVE DETERMINED THAT THIS AGREEMENT IS IN APPROPRIATE FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO EACH RESPECTIVE PUBLIC BODY.

ARIZONA ATTORNEY GENERAL'S OFFICE

By: _____
Assistant Attorney General

Date: 6/5/09

MARICOPA COUNTY ATTORNEY

By _____
Public Agency Legal Counsel

Date: June 29, 2009

No. 30957
Filed with the Secretary of State
Date Filed: 7/29/09
Ken Bennett
Secretary of State
By: KBenz

1.0 PARTIES

1.1 This Intergovernmental Agreement (IGA) is between DES/EA, and Maricopa County, administered by its Human Services Department.

1.2 In consideration of the mutual representations and obligations hereunder, DES/EA and the County agree to abide by all the terms and conditions set forth herein.

2.0 PURPOSE

2.1 The purpose of this Agreement is to co-locate DES/EA in the Department operated One Stop Career Centers.

2.2 This Agreement will assist in the delivery of integrated employment and training services to the citizens of Arizona in accordance with the Workforce Investment Act (P. L. 105-220 of 1998).

2.3 This Agreement will implement the Memorandum of Understanding (MOU) attached hereto as EXHIBIT 2 and the Resource Sharing agreement (RSA) attached hereto as EXHIBIT 3. These documents provide for funding arrangements between DES/EA, a partner agency that is co-located in the Maricopa County Human Services Department One Stop Career Centers. This Agreement between DES/EA and the County allows for DES/EA staff to maintain direct service space within the career centers.

3.0 SERVICE DESCRIPTION

3.1 Co-location agreement

4.0 TERM OF AGREEMENT

4.1 **Term**

4.1.1 The term of this Agreement shall have an effective date of July 1, 2009 and end on June 30, 2012, unless otherwise agreed upon by both parties in writing. The term may not exceed a total of five (5) years.

4.2 **Extension**

4.2.1 This Agreement may be extended through a written amendment by mutual agreement of the parties.

4.3 **Termination**

4.3.1 This Agreement may be terminated by mutual agreement of the parties at any time during the term of this Agreement in accordance with the provisions of A.R.S. §38-511.

4.3.2 Each party shall have the right to terminate this Agreement by hand-delivering to the other party written notice of termination at least thirty (60) days prior to the effective date of said termination.

4.3.3 In the event of early termination for any reason, any funds advanced to either party shall be returned to the advancing party within ten (10) days after the date of termination or upon receipt of notice of termination of the Agreement, which is earlier.

4.3.4 Either party may immediately terminate this Agreement if they determine that the health, welfare or safety of service recipient is endangered.

4.3.5 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 and the State for any claim by any third party against the State 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.

5.0 AMENDMENTS OR MODIFICATIONS

5.1 This Agreement may be amended or modified at any time by mutual agreement. No agent, employee or other representative of either party is empowered to alter any of the terms of the Agreement, unless done in writing and signed by the authorized representative of the respective parties.

5.2 **Exceptions**

5.2.1 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:

5.2.1.1 Change of address.

5.2.1.2 Change of telephone number.

5.2.1.3 Change in authorized signatory.

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

5.2.1.5 Changes in Agreement related personnel positions of both parties which do not affect staffing rations, staff qualifications or specific individuals required under this Agreement.

5.2.1.6 In a fixed price with price adjustment Agreement, where there is less than a 10% increase in any budget category; any such increase must be offset by an equal value decrease in another budget category or categories.

6.0 DEFINITIONS

6.1 "County" means the party who is providing co-location space. In this instance the County is Maricopa County.

6.2 "County Site Location" means the facility where the co-location of integrated program services will occur.

6.3 "Co-locator" means the party who is co-locating at the County's facility. In this instance the Co-locator is Arizona Department of Economic Security/Employment Administration (DES/EA).

6.4 "Agreement" means the executed Intergovernmental Agreement between the governmental parties.

7.0 MANNER OF FINANCING

7.1 Location I:

7.1.1 Federal Wagner-Peyser funds will be used to pay 50.69% of the monthly invoice received.

7.1.2 Federal Disabled Veterans' Outreach Program funds will be used to pay 8.82% of the monthly invoice received.

7.1.3 Federal Local Veterans' Employment Representative funds will be used to pay 5.51% of the monthly invoice received.

7.1.4 State funded Jobs program funds will be used to pay 34.99% of the monthly invoice received. Jobs funding is contingent upon appropriation from the JBLC.

7.2 Location II:

7.2.1 Federal Wagner-Peyser funds will be used to pay 75% of the monthly invoice received.

7.2.2 Federal Disabled Veterans Outreach Program funds will be used to pay 25% of the monthly invoice received.

8.0 RESPONSIBILITIES

8.1 Both parties agree as follows:

8.2 The County shall provide DES/EA with 1,452 net square feet of workspace at Location I (Section 12.1 Occupancy Information) and 400 net square feet of workspace at Location II (Section 12.1 Occupancy Information) for DES/EA staff and shall provide the necessary common area at both locations needed to for DES/EA staff to perform work duties.

8.3 The DES/EA will reimburse the County for usage of the workspace and a percentage of the common area used by DES/EA staff on a monthly basis for both Locations I and II.

9.0 REPORTING REQUIREMENTS

9.1 Not Applicable

10.0 PAYMENT REQUIREMENTS

10.1 Invoices shall be submitted by the 15th day of the month following the month the services were provided.

10.2 Invoices shall be submitted to the address shown in Section 11.1.

10.3 DES/EA shall prepare and issue a warrant within thirty (30) days of receipt of the invoice. The warrant shall be submitted to the address shown in Section 11.1.

11.0 NOTICES

11.1 Communication and details concerning this Agreement shall be directed to the following contact representatives:

Maricopa County Human Services Department
Workforce Development Division
Senior Grants Accountant
234 North Central Avenue, Suite 3000
Phoenix, Arizona 85004
Phone: 602-506-4859
Fax: 602-506-0936

AZ/DES/Employment Administration
Kathryn Todd, Programs & Projects Specialist
Budget & Planning Unit
Site Code: 734A
1789 West Jefferson Road
Phoenix, Arizona 85007
Phone: 602-542-0929
Fax: 602-541-3690
E-mail: KTodd@azdes.gov

11.2 The One Stop Career Center Coordinators handle routine non-monetary issues or concerns:

Location I - West Valley	Kevin Berry	602-372-4201
Location II - East Valley	Terry Farrell	480-497-0350 ext. 248

11.3 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 other party at their respective address as indicated above.

11.4 All notices shall reference both of the Agreement numbers as indicated on the signature page of this Agreement.

12.0 OCCUPANCY INFORMATION

12.1 **Site Location(s)**

Location I – West Valley
Maricopa County Human Services Department
Maricopa Workforce Connections
1840 North 95th Avenue, Suite 160
Phoenix, Arizona 85037

Location II – East Valley (Gilbert)
Maricopa County Human Services Department
Maricopa Workforce Connections
735 North Gilbert Road, Suite 134
Gilbert, Arizona 85234

12.2 **Costs**

12.3 DES/EA will reimburse Maricopa County Human Services Department for their share of the costs associated with co-locating at the above two locations as per the breakdown in the attached Annual Operating Costs attached hereto as EXHIBIT 1.

12.4 The County shall ensure the interior janitorial services and exterior ground maintenance.

12.5 The County shall ensure maintenance of the structural elements, heating, cooling and other systems of the co-location space/facility.

12.6 Any requests by DES/EA for changes, alterations or modifications to the co-location space will be submitted to the County's designated site person per Section 11.2 for processing the work order to the appropriate County personnel. If the work order is approved, the costs will be billed to the appropriate DES/EA program.

12.7 Any request for an exterior sign(s) must be approved in advance by the County. Signage requests must comply with all City code/ordinance requirements and in non-owned facilities will also require advance approval regarding any sign requirements/standards that they may have. Upon termination of this Agreement, any costs to remove a sign(s) and/or to return the building to its original conditions, installed at DES/EA' request, will be assigned to DES/EA.

12.8 Any changes to DES/EA' direct costs shall be justified, separately negotiated and included as amendments to this Agreement.

13.0 TELECOMMUNICATIONS, VOICE/DATA

13.1 The percentage of the communication costs are integrated into the Utilities line item and are part of DES/EA' total monthly charges as outlined in the Annual Operating Costs – EXHIBIT 1. DES/EA will not be billed separately for these costs.

13.1.1 DES/EA at the Location I site (West Valley) will provide the following voice requirements, wiring, and installation as identified:

- ☐ Instruments/lines
- ☐ Voice Mail
- ☒ T-1 Line(s)
- ☒ Fax machine – Resource Room
- ☒ Maintenance and repair of instruments

13.1.2 The County at the Location I site (West Valley) will provide the following voice requirements, wiring, and installation as identified:

- ☒ Instruments/lines
- ☒ Voice Mail
- ☐ T-1 Line(s)
- ☒ Fax machine
- ☒ Maintenance and repair of instruments

13.1.3 DES/EA at the Location II site (East Valley) will provide the following voice requirements, wiring, and installation as identified:

- ☐ Instruments/lines
- ☐ Voice Mail
- ☒ T-1 Line(s)
- ☒ Fax machine – Resource Room
- ☒ Maintenance and repair of instruments

13.1.4 The County at the Location II site (East Valley) will provide the following voice requirements, wiring, and installation as identified:

- ☒ Instruments/lines
- ☒ Voice Mail
- ☐ T-1 Line(s)
- ☒ Fax machine
- ☒ Maintenance and repair of instruments

13.2 **Voice Communications**

13.2.1 Voice communication adds, moves, or changes are the responsibility of each party. The party requesting adds, moves, or changes will coordinate the payment with the party owning the equipment. The responsible party renders payment upon invoice by the party owning the equipment.

13.3 **Data Communications**

13.3.1 Data communications is the responsibility of each party. Adds, moves, and changes to data communications is the responsibility of each party.

14.0 OFFICE FURNITURE & EQUIPMENT

14.1 DES/EA may provide the following at the Location I (West Valley) site:

- ☐ Fax machine
- ☐ Desk(s)
- ☐ Side chair(s)
- ☐ Computer table (s)
- ☐ Modular workstations
- ☐ Partitioned workstation(s)
- ☒ Chair(s)
- ☒ File cabinet(s)
- ☒ Copier(s)
- ☒ Office supplies for DES/EA staff

14.2 Maricopa County will provide the following at the Location I (West Valley) site:

- ☒ Modular workstation(s)
- ☒ Double Pedestal Desk(s)
- ☒ Side chair(s)
- ☒ Computer table (s)
- ☒ Office supplies for Maricopa staff
- ☒ Counter workstation(s)
- ☒ Chair(s)
- ☒ File cabinet(s)
- ☒ Copier(s)

14.3 DES/EA may provide the following at the Location II (East Valley) site:

- ☐ Fax machine
- ☐ Desk(s)
- ☐ Side chair(s)
- ☐ Computer table (s)
- ☐ Modular workstations
- ☐ Partitioned workstation(s)
- ☒ Chair(s)
- ☒ File cabinet(s)
- ☒ Copier(s)
- ☒ Office supplies for DES staff

14.4 Maricopa County will provide the following at the Location II (East Valley) site:

- ☒ Modular workstation(s)
- ☒ Double Pedestal Desk(s)
- ☒ Side chair(s)
- ☒ Computer table (s)
- ☒ Office supplies for Maricopa staff
- ☒ Counter workstation(s)
- ☒ Chair(s)
- ☒ File cabinet(s)
- ☒ Copier(s)

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

14.6 The equipment use such as the copy machine(s), printer(s), general supplies such as paper and toner and maintenance of the equipment costs are integrated into the Supplies line item and are part of the DES/EA' total monthly charges as agreed upon in the Annual Operating Costs – EXHIBIT 1.

14.7 Each party will be responsible for providing their staff with office supplies needed to perform their work duties.

15.0 DISPOSITION OF PROPERTY

15.1 It is the purchasing party's responsibility to dispose of furniture or office equipment purchased during the term of this Agreement as authorized in their rules and regulations.

16.0 OTHER MATTERS

16.1 **Assignment of Delegation**

16.1.1 Neither party may assign any rights hereunder without the express, written prior consent of both parties.

16.2 **Arbitration/Disputes**

16.2.1 Both parties 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).

16.2.2 Parties will develop a Dispute Resolution Protocol and work actively in the resolution of system problems identified during the implementation of this Agreement.

16.2.3 In the event of any disputes, a Resolution Team consisting of the DES/EA 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.

17.0 DEFAULT

17.1 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 DES/EA 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 DES/EA to perform any of its contractual obligations.

18.0 NON-AVAILABILITY OF FUNDS

18.1 Every payment obligation from DES/EA under the Agreement is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by DES/EA at the end of the period for which funds are available. No liability shall accrue to DES/EA in the event this provision is exercised and DES/EA shall not be obligated, or liable for any future payments of, for any damages as a result of termination under this paragraph.

18.2 **Availability of Funds for the Next State Fiscal Year**

18.2.1 Funds may not presently be available for performance under this Agreement beyond the current fiscal year. No legal liability on the part of DES/EA for any payment that may arise under this Agreement beyond the current state fiscal year until funds are made available for performance of this Agreement.

18.3 **Availability of Funds for the Current State Fiscal Year**

18.3.1 Should the State Legislature enter back into session and reduce the appropriations for any reason and these goods or services are not funded, the County and/or DES/EA may take any of the following actions:

1. Accept a decrease in services and/or prices offered by the other party; or
2. Cancel the Agreement.

19.0 GENERAL REQUIREMENTS

19.1 The terms of this agreement shall be construed in accordance with Arizona law; any action thereon shall be brought in the appropriate court in the State of Arizona.

19.2 Both parties shall, without limitation, obtain and maintain all licenses, permits and authority necessary to do business, render services and perform work under this Agreement, and shall comply with all laws regarding unemployment insurance, disability insurance and worker's compensation.

19.3 DES/EA is an independent contractor in the performance of work and the provision of services under this Agreement and is not to be considered an officer, employee or agent of Maricopa County.

19.4 Both parties shall not make any payments, either directly or indirectly, to any person, partnership, corporation, trust or other organization which has a substantial interest in the County or DES/EA organization or with which both parties (or one of its Directors, officers, owners, trust certificate holders or a relative thereof) has a substantial interest, unless both parties have made full written disclosure of the proposed payments, and both parties have received written approval.

19.5 For purposes of this provision, the terms "substantial interest" and "relative" shall have the same meanings as in A.R.S. 38-502.

20.0 SEVERABILITY

20.1 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.

21.0 STRICT COMPLIANCE

21.1 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.

22.0 CERTIFICATION AND DEBARMENT

22.1 Both parties certify to the best of their 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;

22.2 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;

22.3 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 23.2; and;

22.4 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.

22.5 Where both parties are unable to certify to any of the statements in his certification, such prospective participant shall attach an explanation.

23.0 NON-LIABILITY

23.1 Both Parties, its officers and employees shall not be liable for any act or omission by the either party or any employee, officer, agent or representative of either party occurring in the performance of this Agreement, nor shall these entities be liable for purchases or agreement made by either party, or any employee, officer agent or representative of either party, in anticipation of funding hereunder.

24.0 INDEMNIFICATION AND INSURANCE

24.1 **Indemnification**

24.1.1 Both parties (as "Indemnitor") agree 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 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, both parties shall defend, indemnify, and hold harmless, the County and DES/EA, 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 Exception: Both parties are public entities, and are self insured.

24.2.2 DES/EA 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)$1,000,000Property Damage $1,000,000; or Combined single limit, each occurrence, $1,000,000 minimum.

25.0 SINGLE AUDIT ACT REQUIREMENTS

25.1 Both parties in receipt of Federal funds are subject to Federal audit requirements according to "The Single Audit Act". The both parties shall comply with OMB A-133 by contracting for A-133, or program audits as applicable. Upon completion, such audits shall be made available for public inspection and submitted to the other party Internal Audit for review within thirty (30) days of completion. Audits shall be submitted within the nine (9) months following the close of the fiscal year. Both parties shall take corrective actions within six (6) months of the date of receipt of the reports. The both parties shall consider sanctions as described in section 17 OMB A-128 for non compliance with the audit requirements.

26.0 AUDIT DISALLOWANCES

26.1 Both parties shall, upon written notice thereof, reimburse the other party for any payments made under this Agreement which are disallowed by a Federal, State or the County audit in the amount of the disallowance, as well as court costs and attorney fees which either party spends to pursue legal action relating to such disallowance.

Court costs and attorney fees incurred will be specifically identified as applicable to the recovery of the disallowed costs in question.

26.2 If at any time it is determined by either party that a cost for which payment has been made is a disallowed cost, the party will notify the other party in writing of the disallowance and the required course of action, which shall be at the option of DES/EA, either to adjust any future claim submitted by the County by the amount of the disallowance or to require repayment of the disallowed amount by the County forthwith issuing a check payable to DES/EA.

27.0 STAFF AND VOLUNTEER TRAINING

27.1 Both parties may make available to the other party the opportunity to participate in any applicable training activities conducted.

28.0 CANCELLATION FOR CONFLICT OF INTEREST

28.1 Pursuant to A.R.S. §38-511, both parties, their political subdivisions or any department or agency of either may, within three years after its execution, cancel any contract without penalty or further obligation, made by either party political subdivisions or any department or agency of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of either party, its political subdivisions or any department or agency of either is, at any time while the Agreement or any extension of the Agreement is in effect, an employee or agent of any other party to the Agreement in any capacity or a consultant to any other party to the Agreement with respect to the matter of the Agreement. A cancellation made pursuant to this provision shall be effective when the either party receives written notice of the cancellation, unless the notice specifies a later time.

28.2 **Officials Not To Benefit**

28.2.1 No member of either party, the County, the Arizona State Legislature, or member of, or delegate to Congress, or a resident Commissioner will be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this Agreement if made with a corporation for its general benefit.

28.3 **Personal Use Of Contracts**

28.3.1 State employees and public officers shall not be permitted to purchase materials or services under this Agreement for their own personal or business use unless authorized in writing by the Director of the Arizona Department of Administration, pursuant to A.A.C. R2-7-204.

28.4 **Third-Party Antitrust Violations**

28.4.1 The County assigns to the State any claim for overcharges resulting from antitrust violations from this Agreement.

29.0 CLEAN AIR ACT

29.1 If the total face value of this Agreement exceeds $100,000, the both parties agrees to comply with all regulations, standards and orders issued pursuant to the Clean Air Act of 1970 as Amended (42 USC 1857h, et.seq.) to the extent any are applicable by reason of performance of this Agreement.

30.0 LOBBYING

30.1 Both parties certify to the best of their knowledge and belief, that no Federal appropriated funds have been paid or will be paid, by or on behalf of either party, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal agreement, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

30.2 If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, either party shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

30.3 Both parties shall require that the language of Lobbying certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contract under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

30.4 This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

31.0 RELIGIOUS ACTIVITIES

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

32.0 POLITICAL ACTIVITY PROHIBITED

32.1 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.

33.0 COVENANT AGAINST CONTINGENT FEES

33.1 Both parties warrant that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee. For breach or violation of this warranty both parties shall have the right to annul this Agreement without liability.

34.0 CONFIDENTIALITY OF RECORDS

34.1 The use or disclosure by any party of any information concerning an applicant for, or recipient of, service under this Agreement is directly limited to the conduct of this Agreement. Both parties and their agents shall safeguard the confidentiality of this information, just as they would safeguard its own confidential information. Both parties shall include a clause to this effect in all subcontracts.

34.2 Both parties shall establish and maintain procedures and controls that are acceptable to both parties for the purpose of assuring that no information contained in their records or obtained from either party in carrying out its functions under the DES/EA Master Grant Agreement shall be used by or disclosed by either party, it's agents, officers, or employees, except as required to efficiently perform duties under the Agreement. Persons requesting such information shall be referred to DES/EA.

35.0 RIGHTS IN DATA

35.1 Both parties hereto shall have the use of data and reports resulting from this Agreement without cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to this Agreement and to the performance hereunder.

36.0 IT 508 COMPLIANCE

36.1 Unless specifically authorized in the Agreement, any electronic or information technology offered under this Agreement shall comply with A.R.S. §41-2531 and 2532 and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.

37.0 COPYRIGHTS

37.1 If the Agreement results in a book or other written material, the author is free to copyright the work, but both parties reserve a royalty-free, nonexclusive, perpetual and irrevocable license to reproduce, publish, or otherwise use and to authorize other to use, all copyrighted material and all material which can be copyrighted resulting from the Agreement.

38.0 PATENTS

38.1 Any discovery or invention arising out of, or developed in the course of, work aided by this Agreement shall be promptly and fully reported to both parties for determination as to whether patent protection on such invention or discovery shall be sought and how the rights in the invention or discovery, including rights under any patent issued thereon, shall be disposed of and administered, in order to protect the public interest.

39.0 CONTRACT COMPLIANCE MONITORING

39.1 Either party can/will monitor the other's compliance with, and performance under, the terms and conditions of this Agreement. On-site visits for Agreement compliance monitoring may be made by the either party and/or its grantor

agencies at any time during normal business hours, announced or unannounced. Either party shall make available for inspection and/or copying by the requesting party's monitors, all records and accounts relating to the work performed or the services provided under this Agreement, or for similar work and/or service provided under other grants and Agreements.

40.0 GRIEVANCE PROCEDURE

40.1 Both parties shall establish a system through which applicants for, and recipients of, services may present grievances and may take appeals about eligibility and other aspects of the work under this Agreement. The grievance procedure shall include provisions for notifying the applicants for, and recipients of, services of their eligibility or ineligibility for service and their right to appeal if the grievance is not satisfied.

41.0 EQUAL EMPLOYMENT OPPORTUNITY

41.1 Both Parties shall comply with Executive Order 75-5, as modified by Executive Order 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, and all other applicable State and Federal employment laws, rules and regulations, including the Americans with Disabilities Act. The County shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, religion, sex, national origin or disability.

41.2 Both parties to this Agreement shall comply with the Americans' with Disabilities Act of 1990 (Public Law 101-336), and as may be amended. Both parties shall comply with the Arizona Disability Act of 1992 (A.R.S. §41-1492 et seq.), which prohibits discrimination on the basis of physical or mental disabilities in delivering contract services or in the employment, or advance in employment, of qualified persons.

42.0 RECORDS AND AUDIT

42.1 Pursuant to A.R.S. §35-214 and §35-215, both parties shall retain and shall contractually require each subcontractor to retain all data, books and other records ("Records") relating to this Agreement for a period of five (5) years after the completion of the Agreement. All Records shall be subject to inspection and audit at reasonable times. Upon request, County shall produce the original of any of all such Records at no cost.

43.0 FEDERAL IMMIGRATION AND NATIONALITY ACT

43.1 Both parties understand and acknowledge the applicability of the Immigration Reform and Control Act of 1986 (IRCA). Both parties agree to comply with the IRCA in performing under this Agreement and to permit inspection of personnel records to verify such compliance.

43.2 By entering into this Agreement, both 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. Both parties shall obtain statements from their subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Agreement. Both parties 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 USCIS.GOV.

43.3 Both parties may request verification of compliance for any contractor or subcontractor performing work under the Agreement. Should either party suspect or find that the other party or any of its subcontractors are not in compliance, they 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. All costs necessary to verify compliance are the responsibility of each party.

44.0 DRUG-FREE WORKPLACE ACT

44.1 Both parties agree to comply with the Drug-Free Workplace Act of 1988 (Public Law 100-690). This statute required that both parties and grantees of Federal funds certify that they will provide drug-free workplaces. This certification is a precondition to entering into an Agreement.

45.0 FINGERPRINTING

45.1 The provisions of A.R.S. §46-141 (as may be amended) are hereby incorporated in their entirety as provisions of this Agreement. For reference, these provisions include, but are not limited to, the following:

45.2 Personnel who are employed by either party, whether paid or not, and who are required or allowed to provide services directly to juveniles or vulnerable adults shall submit a full set of fingerprints to DES/EA for the purpose of obtaining a state and federal criminal records check pursuant to section 41-1750 and Public Law 92-544 or shall apply for fingerprint clearance card within seven (7) working days of employment.

45.3 The requesting party shall assume costs of fingerprint checks and may charge these costs to its fingerprinted personnel. As identified in the Master Grant Agreement, all or part of the costs of fingerprint checks may be included as an allowable cost.

45.4 Except as provided in A.R.S. §46-141 (as may be amended), this Amendment may be cancelled or terminated immediately if a person employed by either party and who has contact with juveniles certifies pursuant to the provisions of A.R.S. §46-141 (as may be amended) that the person is awaiting trial or has been convicted of any of the offenses listed therein in this State, or of acts committed in another state that would be offenses in this State, or if the person does not possess or is denied issuance of a valid fingerprint clearance card.

45.5 Personnel who are employed by either party whether paid or not, and who is required or allowed to provide services directly to juveniles shall certify on forms provided by the State and notarized whether they are awaiting trial on of have ever been convicted of any of the offenses described in A.R.S. §46-141 (as may be amended).

45.6 Personnel who are employed by either party, whether paid or not, and who are required or allowed to provide services directly to juveniles shall on forms provided by the State and notarized whether they have ever committed any act of sexual abuse of a child, including sexual exploitation and commercial sexual exploitation, or any act of child abuse.

45.7 Federally recognized Indian tribes or military bases may submit and the State shall accept certifications that state that no personnel who are employed or who will be employed during the contract term have been convicted of, have admitted committing or are awaiting trial on any offense as described in A.R.S. §46-141(H) (as may be amended).

46.0 EMPLOYMENT DISCLAIMER

46.1 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.

46.2 Both parties agree that no individual performing under this Agreement on behalf of DES/EA 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. DES/EA 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.

47.0 SALARY AND BONUS LIMITATIONS

47.1 In compliance with Public Law 110-161 (and any other applicable appropriation provision), none of the funds appropriated in the Act under the heading 'Employment and Training' shall be used by a recipient or sub-recipient of such funds to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II. This limitation shall not apply to vendors providing goods and services as defined in OMB Circular A-133. Where States are recipients of such funds, States may establish a lower limit for salaries and bonuses of those receiving salaries and bonuses from sub-recipients of such funds, taking into account factors including the relative cost-of-living in the State, the compensation levels for comparable State or local government employees, and the size of the organizations that administer Federal programs involved including Employment & Training Administration programs. See Training and Employment Guidance Letter number 5-06 for further clarification.

48.0 MINIMUM WAGE REQUIREMENTS

48.1 Both parties agree and warrant that they shall pay all their employees engaged in performing work or providing services under the terms of this Agreement not less than the minimum wage specified under Section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

49.0 VETERANS' PRIORITY PROVISIONS

49.1 This program, funded by the U.S. Department of Labor is subject to the provisions of the "Jobs for Veterans Act" (JVA), Public Law 107-288 (38 USC 4215). The JVA provides priority of service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services. Please note that to obtain priority service, a veteran must meet the program's eligibility requirements. Training and Employment Guidance Letter (TEGL) No. 5-03(September 16, 2003) provided general guidance on the scope of the veterans priority statute and its effect on current employment and training programs. In addition to the TEGL, a series of questions and answers related to priority of service is posted at http://www.doleta.gov/programs/VETs/ for fifteen (15) programs administered by the Employment and Training Administration (ETA). The Planning Guidance (either the Stand-Alone Planning Guidance at 70 FR 19206 (April 12, 2005)) or the Unified Planning Guidance at 70 FR 19222 (April 12, 2005)) and TEGL 13-06 and TEGL 13-06, Change 1, entitled "Instructions for Workforce Investment Act and Wagner-Peyser Act State Planning and Waiver Requests for Years 3 and 4 of the Strategic Five-Year State Plan (PY 2007 and 2008)" required states to describe the policies and strategies in place to ensure, pursuant to the Jobs for Veterans Act, that priority of service is provided to veterans (and certain spouses) who otherwise meet the eligibility requirements for all employment and training programs funded by the U.S. Department of Labor and administered by ETA. In addition, the states were required to provide assurances that they will comply with the Veterans' Priority Provisions established by the Jobs for Veterans Act (38 USC 4215). States are bound by their approved state plans.

50.0 OFFSHORE PERFORMANCE OF WORK PROHIBITED

50.1 Due to security and identity protection concerns, direct services under this Agreement shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the Agreement. This provision applies to work performed by subcontractors at all tiers.

51.0 COMPLIANCE WITH APPLICABLE LAWS

51.1 This Agreement shall be governed and interpreted by the laws of the State of Arizona. The materials and services supplied under this Agreement shall comply with all applicable laws, ordinances, Executive Orders, rules, regulations, standards, and codes of the Federal, State, and Local governments whether or not specifically referenced herein, and both parties shall maintain all applicable licenses and permit requirements. Specifically, the following apply:

51.2 Unless exempt under Federal law, both 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, which mandates that all persons, regardless of race, color, religion, sex, age, national origin, or political affiliation, shall have equal access to employment opportunities. Both 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. Both parties shall comply with the requirements of the Fair Labor Standards Act of 1938, as amended.

51.3 Both 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. Both 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.

51.4 Both parties warrant that they are in compliance with A.R.S. § 41-4401 and further acknowledges:

51.5 Both parties, warrant their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214, subsection A;

51.6 That a breach of a warranty under subsection 51.2 above, shall be deemed a material breach of the contract that is subject to penalties up to and including termination of the Agreement;

51.7 That the contracting government entity retains the legal right to inspect the papers of any contractor or subcontractor employee who works on the contract to ensure that the contractor or subcontractor is complying with the warranty provided under subsection 51.2 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;

51.8 That nothing herein shall make any contractor or subcontractor an agent or employee of the other contracting government entity.

52.0 COMPLIANCE WITH CIVIL RIGHTS ACT

52.1 Both 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. 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. The parties shall comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of disability, in delivering contract services.

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

53.1 By entering into the Agreement, both parties certify they do not have scrutinized business operations in Sudan or Iran.

53.2 Either party may request verification of compliance from any contractor or subcontractor performing work under this Agreement. Should either party suspect or find that the other party or any of its subcontractors are not in compliance, they 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 the party. All costs necessary to verify compliance are the responsibility of the party in question.

54.0 OFFSHORE PERFORMANCE OF WORK PROHIBITED

54.1 Due to security and identity protection concerns, direct services under this Agreement shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the Agreement. This provision applies to work performed by subcontractors at all tiers.

55.0 REQUIRED ASSURANCES

56.0 <u>29 CFR 97.36 – Procurement - Contract Provisions</u>

(i) **Contract provisions**. Contracts must contain provisions in paragraph (i) of this section. Federal agencies are permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy.

(1) Administrative, contractual, or legal remedies in instances where either party violates or breaches contract terms, and provide for such sanctions and penalties as may be appropriate. (Contracts more than the simplified acquisition threshold)

(2) Termination for cause and for convenience by either party including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

(3) Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of $10,000 by County and the Department of Economic Security or sub-grantees)

(4) Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). (All contracts and sub-grants for construction or repair)

(5) Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts in excess of $2,000 awarded by County and sub-grantees when required by Federal grant program legislation)

(6) Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts awarded by either party in excess of $2,000, and in excess of $2,500 for other contracts which involve the employment of mechanics or laborers)

(7) Notice of awarding agency requirements and regulations pertaining to reporting.

(8) Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.

(9) Awarding agency requirements and regulations pertaining to copyrights and rights in data.

(10) Access by either party, the sub-grantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of either party which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

(11) Retention of all required records for five years after final payments and all other pending matters are closed.

(12) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and sub-grants of amounts in excess of $100,000)

(13) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871). [53 FR 8069, Mar. 11, 1988, as amended at 60 FR 19639, 19643, Apr. 19. 1995]

57.0 <u>29 CFR 97.42 - Retention and access requirements for records</u>

(i) **Applicability**.

(1) This section applies to all financial and programmatic records, supporting documents, statistical records, and other records of which are:

(i) Required to be maintained by the terms of this part, program regulations or the grant agreement, or

(ii) Otherwise reasonably considered as pertinent to program regulations or the grant agreement.

(2) This section does not apply to records maintained by either party. For a requirement to place a provision concerning records in certain kinds of contracts, see Sec. 97.36(i)(10).

(b) **Length of retention period.**

(1) Except as otherwise provided, records must be retained for three years from the starting date specified in paragraph (c) of this section.

(2) If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the 3-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular 3-year period, whichever is later.

(3) To avoid duplicate recordkeeping, agencies may make special arrangements to retain any records which are continuously needed for joint use. Either party may request transfer of records to its custody when it determines that the records possess long-term retention value. When the records are transferred to or maintained by the Federal agency, the 3-year retention requirement is not applicable.

(c) **Starting date of retention period**

(1) General. When Agreement is continued or renewed at annual or other intervals, the retention period for the records of each funding period starts on the day the County or sub-grantee submits

to the awarding agency its single or last expenditure report for that period. However, if grant support is continued or renewed quarterly, the retention period for each year's records starts on the day the County submits its expenditure report for the last quarter of the Federal fiscal year. In all other cases, the retention period starts on the day the County submits its final expenditure report. If an expenditure report has been waived, the retention period starts on the day the report would have been due.

(2) Real property and equipment records. The retention period for real property and equipment records starts from the date of the disposition or replacement or transfer at the direction of the awarding agency.

(3) Records for income transactions after grant or sub grant support. In some cases County must report income after the period of grant support. Where there is such a requirement, the retention period for the records pertaining to the earning of the income starts from the end of the County's fiscal year in which the income is earned.

(4) Indirect cost rate proposals, cost allocations plans, etc. This paragraph applies to the following types of documents, and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

(i) If submitted for negotiation. If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the County) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.

(ii) If not submitted for negotiation. If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the County) for negotiation purposes, then the 3-year retention period for the proposal plan, or computation and its supporting records starts from end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

(d) **Substitution of microfilm**. Copies made by microfilming, photocopying, or similar methods may be substituted for the original records.

(e) **Access to records**

(1) Records of County and sub-grantees. The awarding agency and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers, or other records of County and sub-grantees which are pertinent to the grant, in order to make audits, examinations, excerpts, and transcripts.

(2) Expiration of right of access. The rights of access in this section must not be limited to the required retention period but shall last as long as the records are retained.

(f) **Restrictions on public access**. The Federal Freedom of Information Act (5 U.S.C. 552) does not apply to records unless required by Federal, State, or local law, County and sub-grantees are not required to permit public access to their records.

58.0 ASSURANCES AND CERTIFICATIONS

58.1 The Department of Labor will not award a grant or agreement where the grantee/recipient has failed to accept the ASSURANCES AND CERTIFICATIONS contained in this section. Therefore, Department of Economic Security/Employment Administration cannot award a grant or agreement where the sub-grantee/sub-recipient has failed to accept the ASSURANCES AND CERTIFICATIONS contained in this section. By signing this Agreement, both parties agree to the Assurances and Certifications below:

A. **Assurances - Non-Construction Programs (SF 424 B)**

B. **Certification Regarding Debarment and Suspension.. (29 CFR Part 98)**

C. **Certification Regarding Lobbying (29 CFR Part 93)**

D. **Drug Free Workplace Certification (29 CFR Part 98)**

E. **Nondiscrimination & Equal Opportunity Assurance (29 CFR Part 37),**

Agencies name and legal addresses:

Maricopa County	Arizona Department of Economic Security
301 W. Jefferson	1717 W. Jefferson
Phoenix, AZ 85004	Phoenix, AZ 85007

A. **NON-CONSTRUCTION ASSURANCE**

1. Certain of these assurances may not be applicable to this Agreement. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

2. As the duly authorized representative of this Agreement, Both parties certify:

3. Both parties have the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.

4. Both parties will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

5. Both parties will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

6. Both parties will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

7. Both parties will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §~4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

8. Both parties will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §~1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (C) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §~6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §~523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §~290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §~3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

9. Both parties will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is

acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

10. Both parties will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §~1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

11. Both parties will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §~276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §~327-333), regarding labor standards for federally-assisted construction sub-agreements.

12. Both parties will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

13. Both parties will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §~1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §~7401 et seq.); (9) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

14. Both parties will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §~1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

15. Both parties will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470) EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §~469a-1 et seq.).

16. Both parties will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

17. Both parties will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §~2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

18. Both parties will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §~4801 at seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

19. Both parties will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

20. Both parties will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

B. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS**

1. Both parties certify to the best of its knowledge and belief, that it and its principals:

   (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

   (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

   (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

   (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal or plan.

C. **CERTIFICATION REGARDING LOBBYING**

Certification of Contracts, Grants, Loans, and Cooperative Agreements

Both parties certify, to the best of their knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contract under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

D. **DRUG-FREE WORKPLACE CERTIFICATION**

Both parties certify they will or will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution,

dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

2. Establishing an ongoing drug-free awareness program to inform employees about:

   A. The dangers of drug abuse in the workplace;

   B. The grantee's policy of maintaining a drug-free workplace;

   C. Any available drug counseling, rehabilitation, and employee assistance programs; and

   D. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (1);

4. Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the grant, the employee will:

   A. Abide by the terms of the statement; and

   B. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (4)(B) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number (s) of each affected grant;

6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (4)(B), with respect to any employee who is so convicted:

   A. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

   B. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5) and (6).

E. **NON-DISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE**

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

As a condition to the award of financial assistance from the Department of Labor under Title I of WIA, the grant applicant assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

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

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

(3) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;

(4) The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and

(5) Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The grant applicant also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIA Title I B financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIA Title I B financially assisted program or activity. The grant applicant understands that the United States has the right to seek judicial enforcement of this assurance.

59.0 CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C:

Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor routinely owned or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

By signing this Agreement both parties certify that they will comply with the requirements of the Act. Both parties further agree that they will require the language of this certification be included in any sub-awards which contain provisions for the children's services and that all sub-grantees shall certify accordingly.

60.0 OTHER ADMINISTRATIVE REQUIREMENTS

In performing its responsibilities under this Agreement, Both parties further certify and assure that they will fully comply with:

29 CFR Part 97 (Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments) and the 29 CFR Part 97 clarifications and exceptions specified below:

29 CFR 97.25 - Program Income County **shall** use the Addition method for computing Program Income. The grantee may deduct those costs incident to generation of program income from gross income to determine net program income provided that such costs were not charged to grant funds under this Agreement.

29 CFR 97.31 – Property Real property includes both real property acquired under this Agreement and real property transferred to this Agreement from prior agreements.

29 CFR 97.32 - Equipment and 29 CFR 97.33 – Supplies Equipment and Supplies includes both equipment and supplies acquired under this Agreement and equipment and supplies transferred to this Agreement from prior agreements.

Financial Reporting

29 CFR 97.41 (a) and (b) These are the general parameters for financial reporting.

29 CFR 97.41 (b) The Employment and Training Administration (ETA) is implementing a new Office of Management and Budget (OMB) approved quarterly financial reporting form to be used for financial reporting starting with the quarter which will end September 30, 2007. The reporting instructions for the newly approved form will be issued shortly and will require that State grantees use the ETA Web-based reporting system for the filing of quarterly financial status reports. A separate report must be completed each quarter for each funding source (See Fund Type) provided under this Agreement until such time as such funds for a given year have been expended or expired (i.e., expired due to statutory provision or expired due to terms of a specific grant/plan, as

applicable). The software provided to grantees by the grantor agency will contain a menu listing all funding source reporting options to assist the grantees in full reporting coverage.

29 CFR 97.41 (b) (2) This requires County to report program outlays (expenditures) on an accrual basis.

29 CFR 97.41 (c) (1) The grantee is exempted from the requirement to submit the SF-272, Federal Cash Transactions Report, and the SF-272a, Federal Cash Transactions Report, continuation sheet, provided that the grantee files the SF- 272 (e) electronic report in accordance with the HHS Payment Management System requirements.

OMB Circular A-87 Revised Cost Principles for State and Local Governments and the provisions and exceptions specified below:

For those selected items of cost requiring prior approval, the authority to grant or deny approval is delegated to the State for programs funded under this Agreement except that the Secretary reserves the right to require transfer of title on nonexpendable Automated Data Processing Equipment in accordance with the provisions at 29 CFR 97.32 (g). **Pursuant to 20 CFR 652.8(d)(2),** the Secretary reserves the right to exercise prior approval authority in other areas, after providing advance notice to the State. **Accordingly, capital expenditures for real property are allowable as a direct cost only if approved by the Secretary (Grantor).**

For personnel benefit costs charged to Wagner-Peyser Act funds on behalf of Employment Service (ES) employees who are members of fringe benefit plans which do not meet the requirements of OMB Circular A-87, Attachment B, Item 11, the costs of employer contributions or expenses incurred for ES fringe benefit plans are allowable as an addition to OMB Circular A-87, provided that:

(i) For retirement plans: (A) all covered employees joined the plan before October 1, 1983; (B) the plan is authorized by State law; (C) the plan was previously approved by the Secretary; (D) the plan is insured by a private carrier which is licensed to operate this type of plan in the applicable State; and (E) any dividends or similar credits because of participation in the plan are credited against the next premium falling due under the contract;

(ii) For all ES fringe benefit plans other than retirement plans, if the Secretary granted a time extension after October 1, 1983, to the existing approval of such a plan, costs of the plan are allowable until such time as the plan is comparable in cost and benefits to fringe benefit plans available to other similarly employed ES employees. At such time as the cost and benefits of an approved fringe benefit plan are equivalent to the cost and benefits of plans available to other similarly employed ES employees, the time extension will cease and the cited requirements of OMB Circular A-87 will apply; and

(iii) For retirement plans and all other fringe benefit plans covered in (i) and (ii) of this paragraph, any additional costs resulting from improvements of the plans made after October 1, 1983, are not chargeable to funds under this Agreement.

29 CFR PART 96 and 99 (Audit Requirements) These requirements apply as supplemented by the Wagner-Peyser Act regulations at 20 CFR 652.8(f).

61.0 EXHIBITS

61.1 The following list of exhibits constitutes an integral part of subject Agreement:

Exhibit 1	Annual Operating Costs
Exhibit 2	Memorandum of Understanding
Exhibit 3	Resource Sharing agreement

ANNUAL OPERATING COSTS
MWC ONE STOP RSA MATRIX
LOCATION I - WEST VALLEY
1840 N 95TH AVENUE, SUITE 160, PHOENIX, AZ 85037

Effective 7/1/2009

DES/EA Monthly Costs:

DES Program	Base Charge	Monthly
JOBS	$ 79,255.50	$ 6,604.62
Job Service	$ 114,826.86	$ 9,568.90
Vets	$ 32,451.07	$ 2,704.26
RSA	$ 13,105.24	$ 1,092.10
Aging	$ 12,481.18	$ 1,040.10
	$ 252,119.84	$ 21,009.99

Proportional Cost Allocated by Sq. Ft			32,710	
West Valley	Share	Sq Ft	1st Qtr 2007-08	Annualized 2007-08
WDD	11%	3,486	$ 35,170.15	$ 140,680.60
Partners	15%	4,975	$ 50,192.63	$ 200,770.50
Sub-Total		8,461	$ 85,362.78	$ 341,451.10
Common	74%	24,249	$ 244,647.43	$ 978,589.74
Total		32,710	$ 330,010.21	$1,320,040.84

Directly Occupied Space Cost Share			8,461	
Partners	Percentage	Sq Ft	1st Qtr 2007-08	Annualized 2007-08
WDD	41.20%	3,486	$ 35,170.15	$ 140,680.60
STS	14.87%	1,258	$ 12,691.92	$ 50,767.70
Rio Salado	5.97%	505	$ 5,094.93	$ 20,379.72
MCCCD	0.76%	64	$ 645.69	$ 2,582.78
ACYR	7.58%	641	$ 6,467.03	$ 25,868.12
Maximus	3.78%	320	$ 3,228.47	$ 12,913.88
DES	**19.10%**	**1,616**	**$ 16,303.78**	**$ 65,215.10**
AWEE	0.76%	64	$ 645.69	$ 2,582.78
Job Corps	1.26%	107	$ 1,079.52	$ 4,318.08
Tr to Teach	3.21%	272	$ 2,744.20	$ 10,976.80
VSA	1.51%	128	$ 1,291.39	$ 5,165.55
Total	100.00%	8,461	$ 85,362.78	$ 341,451.10

Proportional Share Common Space Cost			24,249	
Partners	Percentage	Sq Ft	2007-08	2007-08
WDD	41.20%	9,991	$ 100,796.71	$ 403,186.84
STS	14.87%	3,605	$ 36,374.72	$ 145,498.86
Rio Salado	5.97%	1,447	$ 14,601.93	$ 58,407.73
MCCCD	0.76%	183	$ 1,850.54	$ 7,402.17
ACYR	7.58%	1,837	$ 18,534.33	$ 74,137.34
Maximus	3.78%	917	$ 9,252.71	$ 37,010.84
DES	**19.10%**	**4,631**	**$ 46,726.19**	**$ 186,904.74**
AWEE	0.76%	183	$ 1,850.54	$ 7,402.17
Job Corps	1.26%	307	$ 3,093.87	$ 12,375.50
Tr to Teach	3.21%	780	$ 7,864.80	$ 31,459.21
VSA	1.51%	367	$ 3,701.08	$ 14,804.34
Total	100.00%	24,249	$ 244,647.43	$ 978,589.74

EXHIBIT 1 CONTINUED Page 2

Total Space Cost Sharing

Partners	Percentage	32,710 Sq Ft	1st Qtr 2007-08	Annualized 2007-08
WDD	41.20%	13,477	$ 135,966.86	$ 543,867.44
STS	14.87%	4,863	$ 49,066.64	$ 196,266.56
Rio Salado	5.97%	1,952	$ 19,696.86	$ 78,787.45
MCCCD	0.76%	247	$ 2,496.24	$ 9,984.94
ACYR	7.58%	2,478	$ 25,001.36	$ 100,005.46
Maximus	3.78%	1,237	$ 12,481.18	$ 49,924.72
DES	**19.10%**	**6,247**	**$ 63,029.96**	**$ 252,119.84**
AWEE	0.76%	247	$ 2,496.24	$ 9,984.94
Job Corps	1.26%	414	$ 4,173.39	$ 16,693.58
Tr to Teach	3.21%	1,052	$ 10,609.00	$ 42,436.01
VSA	1.51%	495	$ 4,992.47	$ 19,969.89
Total	100.00%	32,710	**$ 330,010.21**	$1,320,040.84

DES Directly Occupied Space Cost Share (80 sq ft storage divided equally)

$ 16,303.78

DES Entity	Percentage	1,616 Sq Ft	1st Qtr 2007-08	Annualized 2007-08
JOBS	31.44%	508	$ 5,125.20	$ 20,500.79
Job Service	45.54%	736	$ 7,425.48	$ 29,701.93
Vets	12.87%	208	$ 2,098.51	$ 8,394.02
RSA	5.20%	84	$ 847.47	$ 3,389.89
Aging	4.95%	80	$ 807.12	$ 3,228.47
Storage	0.00%	0	$ -	$ -
Total	100.00%	1616	**$ 16,303.78**	$ 65,215.10

Proportional Share Common Space Cost **$ 46,726.19**

DES Entity	Percentage	4,631 Sq Ft	1st Qtr 2007-08	Annualized 2007-08
JOBS	31.44%	1,456	$ 14,688.68	$ 58,754.71
Job Service	45.54%	2,109	$ 21,281.23	$ 85,124.93
Vets	12.87%	596	$ 6,014.26	$ 24,057.05
RSA	5.20%	241	$ 2,428.84	$ 9,715.35
Aging	4.95%	229	$ 2,313.18	$ 9,252.71
Storage	0.00%	-	$ -	$ -
Total	100%	4,631	$ 46,726.19	$ 186,904.74

Total Space Cost Sharing **$ 63,029.96**

DES Entity	Percentage	6,247 Sq Ft	1st Qtr 2007-08	Annualized 2007-08
JOBS		1,964	$ 19,813.87	$ 79,255.50
Job Service		2,845	$ 28,706.71	$ 114,826.86
Vets		804	$ 8,112.77	$ 32,451.07
RSA		325	$ 3,276.31	$ 13,105.24
Aging		309	$ 3,120.30	$ 12,481.18
Storage		-	$ -	$ -
Total		6,247	$ 63,029.96	$ 252,119.84

EXHIBIT 1 CONTINUED

MWC One Stop RSA Matrix -
Location II - EAST VALLEY
735 North Gilbert Road, Suite 134, Gilbert, AZ 85234

Effective 7/1/2009

DES/EA Monthly Costs:

DES Program	Base Charge	Monthly
JOBS	$ [illegible]	$ [illegible]
Job Service	$ 50,724.40	$ 4,227.03
Vets	$ 16,908.13	$ 1,409.01
RSA	$ 80,144.56	$ 6,678.71
Aging	$ 9,806.72	$ 817.23
	$ 157,583.81	$ 13,131.98

Proportional Cost Allocated by Sq. Ft

East Valley	Share	17,900 Sq Ft	1st Qtr 2007-08	Annualized 2007-08
WDD	47%	2,300	$ 26,827.35	$ 57,746.28
Partners	53%	2,574	$ 30,023.31	$ 62,188.30
Sub-Total		4,874	$ 56,850.66	$119,934.58
Common	73%	13,026	$ 145,370.63	$324,267.56
Total		17,900	$ 202,221.29	$444,202.14

Directly Occupied Space Cost Share $ 56,850.66

Partners	Percentage	4,784 Sq Ft	1st Qtr 2007-08	Annualized 2007-08
WDD	48.08%	2,300	$ 27,332.05	$109,328.19
STS	3.30%	158	$ 1,877.59	$ 7,510.37
Rio Salado	13.17%	630	$ 7,486.60	$ 29,946.42
MCCCD	2.09%	100	$ 1,188.35	$ 4,753.40
Goodwill	1.88%	90	$ 1,069.51	$ 4,278.06
Maximus	8.36%	400	$ 4,753.40	$ 19,013.60
DES	19.48%	932	$ 11,075.42	$ 44,301.68
AWEE	2.42%	116	$ 1,378.49	$ 5,513.94
Job Corps	1.21%	58	$ 689.24	$ 2,756.97
Total	100.00%	4,784	$ 56,850.66	$227,402.64

Proportional Share Common Space Cost

Partners	Percentage	13,116 Sq Ft	1st Qtr 2007-08	Annualized 2007-08
WDD	48.08%	6,306	$ 69,889.73	$279,558.90
STS	3.30%	433	$ 4,801.12	$ 19,204.48
Rio Salado	13.17%	1,727	$ 19,143.71	$ 76,574.83
MCCCD	2.09%	274	$ 3,038.68	$ 12,154.73
Goodwill	1.88%	247	$ 2,734.82	$ 10,939.26
Maximus	8.36%	1,097	$ 12,154.73	$ 48,618.94
DES	19.48%	2,555	$ 28,320.53	$113,282.13
AWEE	2.42%	318	$ 3,524.87	$ 14,099.49
Job Corps	1.21%	159	$ 1,762.44	$ 7,049.75
Total	100.00%	13,116	$ 145,370.63	$581,482.52

EXHIBIT 1 CONTINUED Page 4

Total Space Cost Sharing

Partners	Percentage	17,900 Sq Ft		1st Qtr 2007-08	Annualized 2007-08
WDD	48.08%	8,606	$	97,221.77	$388,887.10
STS	3.30%	591	$	6,678.71	$ 26,714.85
Rio Salado	13.17%	2,357	$	26,630.31	$106,521.25
MCCCD	2.09%	374	$	4,227.03	$ 16,908.13
Goodwill	1.88%	337	$	3,804.33	$ 15,217.32
Maximus	8.36%	1,497	$	16,908.13	$ 67,632.54
DES	**19.48%**	**3,487**	**$**	**39,395.95**	**$157,583.81**
AWEE	2.42%	434	$	4,903.36	$ 19,613.44
Job Corps	1.21%	217	$	2,451.68	$ 9,806.72
Total	100.00%	17,900	$	**202,221.29**	$808,885.16

DES Directly Occupied Space Cost Share **$ 11,075.42**

DES Entity	Percentage	932 Sq Ft		1st Qtr 2007-08	Annualized 2007-08
JOBS					
Job Service	32%	300	$	3,565.05	$ 14,260.20
Vets	11%	100	$	1,188.35	$ 4,753.40
RSA	51%	474	$	5,632.78	$ 22,531.11
Aging	6%	58	$	689.24	$ 2,756.97
Storage					
Total	100%	932	$	**11,075.42**	$ 44,301.68

Proportional Share Common Space Cost **$ 28,320.53**

DES Entity	Percentage	2,555 Sq Ft		1st Qtr 2007-08	Annualized 2007-08
JOBS					
Job Service	32%	822	$	9,116.05	$ 36,464.20
Vets	11%	274	$	3,038.68	$ 12,154.73
RSA	51%	1,300	$	14,403.36	$ 57,613.44
Aging	6%	159	$	1,762.44	$ 7,049.75
Storage					
Total	100%	2555	$	28,320.53	$113,282.13

Total Space Cost Sharing **$ 39,395.95**

DES Entity	Percentage	3,487 Sq Ft		1st Qtr 2007-08	Annualized 2007-08
JOBS					
Job Service	32%	1,122	$	12,681.10	$ 50,724.40
Vets	11%	374	$	4,227.03	$ 16,908.13
RSA	51%	1,774	$	20,036.14	$ 80,144.56
Aging	6%	217	$	2,451.68	$ 9,806.72
Storage					
Total	100%	3487	$	39,395.95	$157,583.81

Workforce Investment Act One Stop Partner Memorandum of Understanding with The Maricopa Workforce Connections Investment Board

I. Introduction

This Memorandum of Understanding (hereinafter "MOU") establishes the terms and conditions among the undersigned partners within the Maricopa Workforce Connections One-Stop System, (hereinafter "Partner (s)") in their efforts is to establish a cooperative working relationship between the parties and to define roles and responsibilities of all interested parties with respect to implementation of a One-Stop System.

II. Purpose of the Agreement

The purpose of this Memorandum of Understanding (MOU) is to provide a framework for the delivery of comprehensive workforce development services to job seekers and employers of the region. Further, the purpose of this agreement is to establish an agreement among the Partners regarding their respective roles and responsibilities for implementation of the provisions of Section 1219(c)(2) of Title I of the Workforce Investment Act of 1998. The local Workforce Investment system has been designed to promote 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.

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

The Maricopa County Workforce Investment Board and its participating partners enter into this agreement to ensure that the following principles of the Workforce Investment Act of 1998 are implemented.

- 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.

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

Scottsdale
7000 E. Roosevelt
Scottsdale, Arizona 85257

V. **Cost Sharing**

Each Partner agrees to contribute proportionately to the operational costs of the system (20 CFR §662.270). The individual resource sharing and referral agreement is attached and is referenced as attachment A.

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

The One-Stop operator will propose a cost allocation method for shared costs. The methodology will be based on the cost allocation considerations discussed below.

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

The partners will 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 will be fully documented. The structure and capabilities of the partners' accounting systems will be considered in designing an operable cost allocation process. Each partner must 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.

The Maricopa Workforce Connections Board will negotiate each partner's share of the costs in a way that promotes the principles of proportionate cost sharing. To accomplish this, the LWIB will support the fairness of the negotiated amounts through the use of cost allocation methods or bases.

The Maricopa Workforce Connections Board 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.

Each partner will submit monthly activity reports to the Maricopa Workforce Connections Board.

Monthly monitoring of these activity reports will allow the partners to see when actual expenditures vary from their projections. Financial and/or service plans may be adjusted accordingly.

As actual expenditures are made, offset plans will be monitored and adjusted so that partners do not owe money at the conclusion of the partnership agreement. Adjustment requests will be reviewed no less than quarterly, more frequently if the variances are large.

i. <u>Payment System and Timeline</u>

The payment system for those shared costs to operate the One-Stop Centers is to be paid within thirty days from the first of the month due date to the One-Stop operator. Failure to pay within this timeframe could result in additional finance charges being assessed to the partner.

ii. <u>Alteration Provisions</u>

Should the partner want to alter the cost sharing arrangement based on benefits derived, as indicated above there will be a minimum quarterly opportunity for re-negotiation.

iii. <u>Audit Responsibilities</u>

The partners agree that each will bear a proportionate share of the audit responsibilities based on their respective dollars contributed.

VI. Supportive Services

The partners agree to coordinate supportive services for the individual and their families within the boundaries of their respective capacities. This will be tracked and accounted for in the case management process.

VII. **Business Services**

The Maricopa Workforce Connections Investment Board agrees to provide the listed services below to all 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

VIII. **Customer Satisfaction**

The partners agree to the establishment of an accountability system to measure the success of the One-Stop system in ensuring employers and workforce development participants are highly satisfied with workforce development services.

Each partner shall provide the One-Stop operator client contact information for the purpose of conducting customer satisfaction surveys.

One-Stop customer satisfaction surveys will be conducted semi-annually and the results will be shared and posted within the One-Stop Centers.

IX. **Continuous Improvement**

All partners will participate on System Effectiveness Task Forces created by the Maricopa Workforce Connections Board by designating a representative to serve. This designee will attend the Task Force meetings in an effort to improve services. Partners will actively participate in any staff meetings conducted for the purpose of operation of the One Stop System or specific One Stop Career Centers.

X. **Performance Accountability**

All partners agree to exchange information on a quarterly basis about performance goals and the attainment of those goals by the partners. This data will be accumulated by the One-Stop operator and presented to the Maricopa Workforce Connections Board during its regularly scheduled meetings.

Partners will develop strategic plans on how to assist each other in meeting those performance goals whenever possible. The shared data collection system will be the

primary source of shared program performance data once all partners implement it. Partner agencies will be held accountable for performance as specified within their scope of work.

All partners in the One-Stop system will:

- Adhere to prescribed reporting schedules
- Provide required performance data in a compatible format to the Maricopa Workforce Connections Investment Board on a quarterly basis
- Agree to work toward the development of common performance goals and measures that will be in alignment with the stated goals of the Maricopa Workforce Connections Investment Board system.

XI. Referral Process/Methods Between Organizations

The partners agree to provide value-added referrals for customers for additional services with other partner agencies when those customers are deemed in need of such additional services. It is agreed the One-Stop Delivery system partners of this signed MOU will conduct referral for services in the following manner. All customers referred for services will:

1. Receive a written referral form with the date, time, and place of the appointment.
2. All appointments will be scheduled within three working days.
3. The individual making the appointment will follow-up with the customer within three working days of the scheduled appointment date.

a. Referral Point of Contact for Each Organization

The partners agree to provide a referral point of contact including name, title, and associated phone number, e-mail address and fax number for the referral point. The partner organizations agree to provide this information within two weeks of the official signing of this MOU. The partners further agree to keep this information current should changes be necessitated.

b. Co-enrollment

The partners agree to co-enroll participants in multiple partner programs whenever appropriate and as eligibility and other program regulations allow. The objective of such co-enrollment is to broaden the service options for participants and to respond to unmet training, supportive service, and placement support needs. Furthermore, co-enrollment allows the partners to share credit for outcomes. All partners agree to:

- 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.
- With the informed consent of the affected participant share participant information (including eligibility and assessment information) to minimize participants' needs to have to provide similar or identical information to more than one of the partners.

c. Appointment Scheduling

The partners agree to coordinate appointment scheduling activities to facilitate customer flow and service among the partners.

XII. Capacity Building

Partners to the MOU agree to 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 sites. 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. Each partner agrees to provide training to the other partners in the system. Each partner also agrees to attend training given by other organizations within the One Stop System.

It is understood all organizations participating 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. The partners agree to work continuously to ensure collaboration with State and regional efforts to provide service delivery in response to identified capacity building needs.

XIII. Marketing and Outreach

The partners to the MOU agree to a collaborative marketing strategy 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

XIV. Duration of the Agreement

This MOU will commence on July 1, 2008 and shall remain in effect through June 30, 2010 with an amendment clause of 30 days unless the Maricopa Connections Workforce Investment Board extends, amends, or terminates it.

XV. Confidentiality

The partners agree to share customer information only for the benefit and with the expressed and informed consent of the participant and, if applicable, the participant's parent or guardian, except as otherwise required by law.

XVI. Dispute Resolution Process

It is expected 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 the Maricopa Workforce Connections Executive Committee within 15 days of the initial dispute.

- The Executive 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.

XVII. Indemnification/Hold Harmless

Each party hereby agrees to indemnify, defend and hold harmless all other parties identified in section 7 above of this MOU from and against all claims, demands, damages and costs arising out of or resulting from any acts or omissions which arise from the performance of the obligations by such indemnifying party pursuant to this MOU. It is understood and agreed that all indemnity provided herein shall survive the termination of this MOU.

XVIII. Non-participation by a Required Partner

If a required partner elects not to participate, that partner may not be represented on the Maricopa Workforce Connections Investment Board. All efforts must be made to meet and confer and to come to agreement on the issue(s) involved. Alternative representative(s) must be sought which represent the required partner or funding stream.

XIX. Severability Clause

If any part of this MOU is found to be null and void, or is otherwise stricken, the rest of this MOU shall remain in full force and effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and respective successors and assigns where permitted by this Agreement.

XX. Insurance

All parties agree to maintain in full force and effect during the term of this MOU and any extension thereof, commercial general liability insurance, or self-insurance, with limits of not less than $1,000,000 single limit coverage per occurrence for bodily injury, personal injury and property damage. Upon request from any other party, a party shall provide an appropriate certificate evidencing such insurance, or self-insurance, to the requesting party.

XXI. Assurance and Non-Discrimination Clause

The WIB and the identified partners herein described as parties to this MOU accept the assurances and certifications identified in this section. Through the signing of this MOU, the parties agree to the provision contained in each of the documents identified below and incorporated by reference into this agreement.

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

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

Nothing herein shall be construed as obligating the parties to expend funds or be construed as involving the parties 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 MOU in no way restricts any of the parties from participating in similar activities or arrangements with other public or private agencies, organizations, or individuals.

XXII. Whole Document

There are no other agreements or understandings, written or oral, between the undersigned other than as set forth herein. This MOU shall not be modified or amended except by a written document executed by both parties to this MOU pursuant to the terms for amending the document set forth herein above.

XXIII. Disabilities Services

Pursuant to 29 CFR Part 37.7 through 37.10, the parties to this agreement will 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

XXIV. Data Access

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 Memorandum of Understanding if the following conditions are met:

1. The Partner 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 agrees to adhere to state and local policies governing confidentiality, data usage, and standards for data entry.
3. 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.

XXV. Signatures

Partner is an entity which receives a grant or administers a program for job seeker or employer participants of the Workforce Investment system, whether at a One-Stop Center or at another location. Required Partners are entities designated by Section 121 of the Workforce Investment Act of 1998 and by CFR§662.200. Additional Partners to this Agreement may be so designated by the local Workforce Investment Board.

Signature of Partner Organizations:	Representing:
Maricopa County Human Services Department	Programs authorized under WIA Title I serving Adults &/or Dislocated Workers
Maricopa County Human Services Department	Programs authorized under WIA Title I serving Youth
Phoenix Job Corp	Job Corps Programs
Phoenix Indian Center	WIA Title I Native American programs
DES Employment Administration	WIA Title I, Section 167 Migrant & Seasonal Farm Worker Program
DES Employment Administration	WIA Section 121(b)(1)(B)(i) Veterans Workforce Programs
DES Employment Administration	Wagner Peyser Act Programs
Rio Salado 3-5-08	WIA Title II Adult Education & Literacy Programs
DES (RSA)	Title I, Rehabilitation Act Programs

Division of DES/Adult and Aging ~~Administration~~	Senior Community Service Employment Program of Title V of the Older Americans Act of 1965
MCCCD Margaret F. McDonell 9-5-08	Postsecondary Vocational Ed. Activities of the Carl D. Perkins Career and Technical Education Improvement Act of 2006
DES Employment Administration	Trade Adjustment Assistance
DES Employment Administration	Veterans Employment Representative and Disabled Veterans Outreach Activities authorized by Chapter 41, Title 38, United States Code
Maricopa County Human Services Department	Community Services Block Grant Employment & Training Activities
HUD	Department of Housing & Urban Development Employment & Training Activities
DES Employment Administration	State Unemployment Compensation Activities

Additional Partner Organizations:	Representing:
MCHSD – Worklinks	Transportation Services
Arizona Women's Education and Employment	Career Exploration Services
Self Employment Loan Fund 3/12/08	Self Employment Loan Fund
Arizona Department of Veterans Services	Veterans Services
Troops to Teachers	Veterans Services
DES Employment Administration	Food Stamp Employment & Training; TANF Employment and Training

Title IB Operator

Signature

PATRICK J. BUCKHART, ASST. DIRECTOR

Name, Title

MARICOPA COUNTY HUMAN SERVICES

Agency/Organization Name

Chair Local Workforce Investment Board

Signature

Richmond Vincent, Chair

Name, Title

MARICOPA Workforce Connections

Agency/Organization Name

234 N. Central Ave, 3rd Floor
Address
Phoenix, AZ 85004
City, State, Zip
602.506.4146
Telephone Number
602.506.8789
Fax Number
burkhartp@mail.maricopa.gov
Email Address

234 N. Central Ave, 3rd Floor
Address
Phoenix, AZ 85004
City, State, Zip
602.506.7709
Telephone Number
602.506.8789
Fax Number
schouvillet@mail.maricopa.gov
Email Address

EXHIBIT 3

Maricopa Workforce Connections
RESOURCE SHARING AGREEMENT
Addendum A

OVERVIEW and PURPOSE

This Resource Sharing Agreement (RSA) provides the shared funding arrangements entered into by the partners in the **Maricopa Workforce Connections Investment Area** One-Stop Delivery System serving employers, job seekers and those seeking career advancement in Maricopa County. Through this Agreement, which is attached to the Memorandum of Understanding between the partners and the Maricopa Workforce Connections Investment Area, the partners have identified those costs related to the operation and maintenance of the One-Stop delivery system that are of mutual benefit and have identified mechanisms for the payment of such costs. The Agreement contains the following sections:

I. Parties to the Agreement
II. Identification of Shared Costs
III. Cost Allocation Plan
IV. Resource Sharing Plan
V. Modification and Reconciliation Procedures
VI. Authority and Signatures

Effective Date and Term

The effective date of this Resource Sharing Agreement (RSA) is **July 1, 2008**. The initial term of this RSA shall commence on **July 1, 2008** and end on **June 30, 2010**. Unless previously terminated by one of the parties pursuant to the terms of this RSA, this RSA shall automatically be renewed annually beginning on **July 1, 2010**.

I. PARTIES TO THE AGREEMENT

All partner organizations have agreed to provide services through the local One-Stop System and to share such costs that are of mutual benefit. The partner organizations and additional parties are listed in the MOU with their representation and funding streams:
Additional parties to this agreement may be identified, as additional costs are shared or organizations are co-located. This agreement shall be subject to modification in such case.

II. IDENTIFICATION OF SHARED COSTS

The costs identified as shared are reflected in the budget document shown as Attachment 1 to this RSA. 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: rent, utilities, janitorial/maintenance, supplies, security, communications, repairs, and personnel.

III. COST ALLOCATION PLAN

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 partner organizations is described below. The application of the methodologies to pooled costs is explained below in the spreadsheet that is Attachment 1 to this Agreement. The total proportionate share attributable to each partner is also reflected in Attachment 1.

Direct Cost Pool – The individual cost of items for the operation of the facilities housing the Maricopa Workforce Connections One-Stop Centers. These costs are allocated on the basis of square footage occupied by each partner organization co-located at the workforce centers. This allocation is adjusted yearly for changes in the one-stop centers partner participation. Projected costs are estimated and each partner signs an agreement to pay its fair share.

IV. RESOURCE SHARING PLAN

Each partner agency hereby agrees to provide the resources necessary to fund their proportionate share of the shared costs as reflected in the Identification of Shared Costs spreadsheet. Maricopa County has the lease on the buildings, which includes the costs outlined above. Other partners make monthly payments to Maricopa County representing each partner's fair share based on square footage used. The manner in which these resources will be provided are reflected in Attachment 1 to this RSA—the Identification of Shared Costs spreadsheet. The partners agree to provide additional resources as required to fulfill their proportionate share of common costs. These costs are not expected to change, however, as the cost is fixed in the lease. Only when partners come and go will costs per partner change.

V. MODIFICATION AND RECONCILIATION PROCESS

Duration: The Resource Sharing Agreement shall be effective from **July 1, 2008** through **June 30, 2010.** The RSA shall be updated no less than annually to reflect current shared costs.

Reconciliation: The Maricopa County Human Services Department staff will maintain information from each partner related to the resources provided. This information will be submitted on a monthly basis by each partner agency that provided resources during the previous month. The information will be compiled and distributed to all partner organizations at the quarterly. The Maricopa Workforce Connections Board will be responsible for making adjustments to the needed resources in subsequent periods based on the actual costs incurred by each partner.

Modification: This Resource Sharing Agreement may be modified at any time by written agreement of all parties to the RSA. As authorized by the Maricopa Workforce Connections Board, the WIA Operator shall have final approval of the format and timing of modifications. Modifications to the MOU may be cause for a modification to this RSA, and shall occur when partner organizations join or leave the Maricopa Workforce Connections One-Stop System.

If a party to this agreement fails to receive funding, or appropriations, limitations, or other expenditure authority at levels sufficient to provide the resources the party has committed to provide, then that party may withdraw from this Resource Sharing Plan with notice to the other parties. Costs and resources will then be adjusted and distributed according to the cost allocation plan to all remaining partners.

Additionally, modifications may be made on a quarterly basis as a result of the analysis of shared costs and partner contributions, or other changes such as additional services that benefit the One-Stop system that are approved by the Maricopa Workforce Connections Board. Modifications should be completed within 30 days of the authorizing change event. Modifications made as a result of cost or budget adjustments do not require modification to the MOU.

Dispute Resolution: If disputes arise related to the terms of this RSA, the parties agree to abide by the Mediation/Conflict Resolution Process contained in the MOU.

VI. GENERAL TERMS AND CONDITIONS

No Third Party Beneficiaries: The parties signing this Agreement are the only parties to the Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

Supplemental Agreements to Resource Sharing Agreement: The Partners understand and agree that all of the terms and conditions of this Agreement are binding upon any subsequent partner modification or new partner agreement. Such partner modifications or new partner agreements shall be provided to all other Partners.

Termination: Any Partner to this plan may withdraw from the Agreement with 60 days' prior written notice, showing reasons, to all other parties to the Agreement. By withdrawing from this Agreement, the partner will also automatically be withdrawn from membership on the local Workforce Board. In such case, termination by one or more of the parties does not alter the terms or obligations of any other party to the Agreement.

Confidentiality: Each party to this Agreement warrants that it will 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.

Funding: The parties agree to provide funding for the shared costs of the partnership in accordance with the Agreement. The Partners assume full responsibility for their respective costs associated with their performance of the terms of this Agreement. In no event, except as may be provided in a subsequent agreement, shall any partner be obligated to pay or reimburse any expense incurred by another partner under this plan.

VII. AUTHORITY AND SIGNATURES

The individuals signing this agreement have the authority to commit the party they represent to the terms of this RSA, and do so by signing.

Execution in Counterpart: This agreement may be executed in counterpart, each of which shall have full force and effect upon execution by all parties to this agreement.

Maricopa Workforce Connections
RESOURCE SHARING AGREEMENT
Identification of Shared Costs
Attachment 1

DES

Shared Resources	Budget	Partner Amount	In Kind?
Salaries	$1,217,341		
Supplies	$200,296	$25,701	
Security	$60,000	$7,676	
Tem. Help	$30,000		
Lease	$1,976,555	$253,970	
Repairs	$75,000	$9,595	
Janitorial	$134,084	$19,197	
Utilities	$484,186	$62,165	
Printing/Advertising	$396,548		
TOTAL	$4,574,010	$376,304	

Shared Staffing Resources

	Monday	Tuesday	Wednesday	Thursday	Friday
8:00am					
9:00					
10:00					
11:00					
12:00pm					
1:00					
2:00					
3:00					
4:00					
5:00					

This Attachment shall not be modified or amended except by a written document executed by both parties of this Attachment.

AGREED and EXECUTED effective on **February 21, 2008.**

Maricopa Workforce Connections Board
234. N. Central Avenue
Phoenix, Arizona 85004
602-506-4146 Richmond Vincent

Richmond Vincent - Chair

Fill in Name and Title

5-8-2008

Date

Department of Economic Security
1717 W. Jefferson
Phoenix, Arizona 85007
602-542-3662

Administrator

Fill in Name and Title

2/21/08

Date

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

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

RECITALS

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

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

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

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

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

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

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

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

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

LICENSE AGREEMENT

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

2. License. Licensor hereby grants to Licensee a revocable license to enter the Facilities and use the Premises for the purpose previously stated during normal business hours. Said License may be terminated by Licensor or Licensee without liability of any kind to the other party upon giving 30 days written notice of revocation or as otherwise agreed to by the Parties in writing.

3. Term. The term of this License shall begin on July 1, 2011 and shall expire June 30, 2013. Licensee may have the option to renew the term of this License two (2) times for a period of one (1) year each, (Renewal Term) provided, however, that Licensee is in full compliance with all terms, covenants and conditions of this License. Licensee may exercise this Renewal Term by giving written notice to Licensor at least sixty (60) days prior to the expiration of the License. The granting of the Renewal Term shall be at the sole discretion of Licensor and upon mutual agreement by the parties in writing. Any renewal of this License shall be on the same terms, covenants and conditions contained in this License unless the parties otherwise agree in writing.

4. Non-Availability of Funds. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated at the end of the period for which funds are available. No liability shall accrue to Licensee in the event this provision is exercised. Licensee shall not be obligated, or liable for any future payments of, for any damages as a result of termination under this paragraph.

5. Licensee Responsibilities. Licensee is responsible for keeping areas utilized by its agents, employees, clients within the Premises neat, clean, free of clutter and of a professional appearance. Licensee shall ensure that all trash and recycling is placed in the proper receptacle(s). Licensee shall ensure that all clients/participants adhere to these rules. Licensee shall leave the Premises in as good condition as when received. Licensee is responsible for repairing or replacing damages to the Premises and Facilities caused by Licensee, its officials, agents, employees, officers, vendors or invitees. Repairs or replacement is to be accomplished within sixty (60) days after Licensee receives notice from Licensor. If Licensee fails to make repairs or to replace damaged property, Licensor may, at its option, make such repair or replace damaged property and Licensee shall, upon demand by Licensor, reimburse Licensor for Licensor's reasonable costs and expenses connected therewith. Immediately upon the completion or termination of this License, Licensee shall remove its personal property from the Premises unless previous arrangements have been made with Licensor. Licensee hereby acknowledges that Licensor shall not be responsible for Licensee's personal property that remains on the Premises after the completion or termination of this License and that Licensor may dispose of said personal property at its discretion. Licensee shall provide the Services by using persons having all requisite skill, experience and training. All Licensee providers shall, at all times, be members in good standing with all required licensing bodies. They shall possess full, complete and current professional credentials as may be lawfully required to perform the Services. Licensee shall not access the Premises or the Facilities outside of normal business hours unless otherwise agreed to in writing with Licensee. Licensee shall comply with any and all federal, state and local laws, statutes, ordinances, codes and/or regulations that apply to the operation of its business and its use of the Premises and Facilities.

6. Licensor Responsibilities. Licensor is responsible for ensuring interior janitorial services, exterior ground maintenance are performed and that the heating and air conditioning equipment and the plumbing and electrical systems are maintained and in good working order. Licensor shall provide heating, ventilation, air conditioning (HVAC), electricity, water for reasonable and normal drinking and lavatory use. Licensor has the right to determine what equipment or personal property may be brought onto the Premises. All or any equipment or

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

7. Indemnification. Each party (as "Indemnitor") agree to indemnify, defend, and hold harmless the other party (as "Indemnitee") from and against claims, losses, liability, costs, or expenses (including reasonable attorneys' fees, expert witnesses' fees and other litigation costs) (hereinafter collectively referred to as "Claims") arising out of bodily injury (including death) of any person or property damage, but only to the extent that such claims are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

8. Insurance. Licensee shall maintain adequate professional liability insurance with a company licensed to conduct business in the State of Arizona to cover the acts of its employees in an amount not less that $1,000,000 per occurrence and agrees to provide Licensor with a certificate of insurance, naming Licensor as additional insured on Licensee's general liability policy. Proof of liability insurance shall be mailed to Maricopa County Human Services Department, Workforce Development Division, 234 N. Central, Suite 3000 Phoenix, AZ 85004 within the first month of implementation of this License Agreement.

9. Limitation of Liability. Both parties agree that the total liability to the other for any and all damages whatsoever arising out of or in any way related to this agreement from any cause, including but not limited to negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not, in the aggregate, exceed the amount payable by the Licensee to the Licensor for the initial license term.

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

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

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

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

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

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

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

13. Compliance With Applicable Laws. This Agreement shall be governed and interpreted by the laws of the State of Arizona. The materials and services supplied under this Agreement shall comply with all applicable laws, ordinances, Executive Orders, rules, regulations, standards, and codes of the Federal, State, and Local governments whether or not specifically referenced herein, and Licensee shall maintain all applicable licenses and permit requirements. Specifically, the following apply:

    a) Unless exempt under Federal law, Licensee shall comply with Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, and State Executive Order No. 75-5, as updated in State Executive Order No. 99-4, which mandates that all persons, regardless of race, color, religion, sex, age, national origin, or political affiliation, shall have equal access to employment opportunities. Licensee shall comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment of qualified persons because of physical or mental disability. Licensee shall comply with the requirements of the Fair Labor Standards Act of 1938, as amended.

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

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

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

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

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

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

c) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;

d) The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and

e) Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

f) Licensee also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. Licensee understands that the United States has the right to seek judicial enforcement of this assurance.

15. Disability Requirements. Licensee agrees that any electronic or information technology offered under this License Agreement shall comply with A.R.S. §§41-2531 and 2532 and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.

16. Lobbying. Lobbying activities are strictly prohibited in the Facilities.

17. Religious Activities. Religious activities are strictly prohibited in the Facilities.

18. Political Activity Prohibited. Political activities are strictly prohibited in the Facilities.

19. Clean Air Act. Licensee shall comply with all regulations, standards and orders issued pursuant to the Clean Air Act of 1970 as Amended (42 USC 1857b, et.seq.) to the extent any are applicable by reason of performance of this Agreement.

20. Drug-Free Workplace Act. Licensee shall comply with the Drug-Free Workplace Act of 1988 (Public Law 100-690).

21. Certification Regarding Environmental Tobacco Smoke. Licensee shall comply with Public Law 103-227, Part C.

22. No Lease. This License shall be construed as a mere license by Licensor to Licensee to provide services to Licensee's clients in the Premises. This License shall not be construed as a lease, sublease or rental agreement. It is understood and agreed that Licensee has no interest whatsoever in the Premises or the Facility upon which the service is performed and that Licensor may move Licensee from the Premises to another location within the Facility at the sole discretion of Licensor.

23. No Assignment. This License is personal to Licensee, and Licensee may not assign this License or any right thereunder nor give any security interest therein or in any rights thereunder nor may this License be assigned by operation of law. Any assignment of this License or rights thereunder by Licensee or by operation of law or the giving of any security interest therein shall at Licensor's option constitute a breach of this License and this License shall be void.

24. Revocation. This License shall be revoked upon written notice in the event of, or at such time that the Licensee fails to comply with a material term of this License, unless the failure is cured within thirty (30) days of receipt of a written notice to cure. Further, Either party may

terminate this License at any time for any reason in its sole and absolute discretion with thirty (30) days written notice to the other party. Licensee acknowledges that the License is subject to A.R.S. §38-511 and may be cancelled pursuant hereto.

25. Legal Worker's Act. Licensee warrants that it is in compliance with A.R.S. §41-4401 and further acknowledges:
    a) That the Licensee and its subcontractors, if any, warrant their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214, subsection A;

    b) That a breach of a warranty under subsection a) above, shall be deemed a material breach of the License that is subject to penalties up to and including termination of the License;

    c) That nothing herein shall make any Licensee or subcontractor an agent or employee of the Licensor government entity.

26. Federal Immigration Law. Licensee warrants that it is in compliance with Federal Immigration and Nationality Act and further acknowledges:
    a) That the Licensee understands and acknowledges the applicability of the Immigration Reform and Control Act of 1986 (IRCA). The Licensee agrees to comply with the IRCA in performing under this License and to permit Licensor inspection of personnel records to verify such compliance.

    b) By entering into this License, Licensee warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. Licensee shall obtain statements from their subcontractors certifying compliance and shall furnish the statements upon request by the Licensor. These warranties shall remain in effect through the term of the License. Licensee and their subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act for all employees performing work under the License. I-9 forms are available for download at USCIS.GOV.

27. Sudan and Iran. Licensee warrants that it is in compliance with A.R.S. §§35-391.06 and 35-393.06 (Business Relations with Sudan and Iran):
    a) By entering into this License, Licensee certifies it does not have scrutinized business operations in Sudan or Iran. Licensee shall obtain statements from its subcontractors, involved with this License, certifying compliance and shall furnish the statements to Licensor upon request. These warranties shall remain in effect through the term of the License.

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

28. Debarment Certifications. Licensee certifies to the best of its knowledge and belief, that it and its directors, officers and agents:
    a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

    b) Have not within a three-year period been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining,

attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph b; and

d) Have not within a three-year period had one or more public transactions (Federal, State, or local) terminated for cause or default.

e) Shall immediately notify the Maricopa County Human Services Department if, at any time during the term of this Agreement, it is debarred, suspended, declared ineligible, or voluntarily excluded from participation. Licensor may pursue available remedies in the event of such occurrence, including immediate termination of this Agreement.

f) Shall not enter into a subcontract or sub-recipient agreement with a person or organization that is debarred, suspended, declared ineligible, or voluntarily excluded from participation. Licensor may pursue available remedies in the event of such occurrence, including immediate termination of this Agreement.

29. Binding Agreement. This License shall be binding upon and inure to the benefit of the respective parties, their successors, personal representatives and assigns, and shall be governed by and constructed under the laws of the State of Arizona.

30. Entire Agreement. This License, together with any supplemental provisions and Exhibits attached hereto, constitutes the entire agreement between the parties and sets forth all of the covenants, promises, agreements, conditions and understandings between Licensor and Licensee, and there are no covenants promises, agreements, conditions or understandings, either oral or written, between Licensor and Licensee other than as set forth herein, and those agreements that are executed contemporaneously herewith. This License shall be construed as a whole and in accordance with its fair meaning and without regard to any presumption or other rule requiring construction against the party drafting this License. This License cannot be modified or changed except by a written instrument executed by Licensor and Licensee. Licensor and Licensee have reviewed this License and have had the opportunity to have it reviewed by legal counsel.

31. Employment Disclaimer. This Agreement is not intended to constitute, create, give rise to, or otherwise recognize a joint venture Agreement, partnership or other formal business association or organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth in this Agreement. Licensee acknowledges that no individual performing work in the Facility, under this Agreement on behalf of Licensee is to be considered a County employee, and that no rights of County civil service, County retirement, or County personnel rules shall accrue to such individual. Licensee shall have total responsibility for all salaries, wages, bonuses, retirement, withholdings, workman's compensation, occupational disease compensation, unemployment compensation, other employee benefits, and all taxes and premiums appurtenant thereto concerning such individuals and shall save and hold the County harmless with respect thereto.

32. No Partnership. Nothing contained in this Lease shall create any partnership, joint venture or other arrangement between Licensor and Licensee. Except and expressly provided herein, no term or provision of this License is intended or shall be for the benefit of any person or entity

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

33. Arizona Law. The proper venue for any proceeding at law or in equity or under the provisions for arbitration shall be Maricopa County, Arizona. This License shall be construed in accordance with and be governed by the laws of the State of Arizona.

34. No Waiver. Waiver of any breach of any term, conditions or covenant herein contained shall not be deemed to be a waiver of any subsequent breach of any term, covenant or condition herein.

35. Authorization. Any individual executing this License on behalf of or as representative for a corporation or other person, firm, partnership or entity represents and warrants that he/she is duly authorized to execute and deliver this License on behalf of said corporation, person, firm, partnership or other entity and that this License is binding on said entity in accordance with its terms.

36. Invalidity. If any term, covenant, condition or provision of this License is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

37. References. Sections and other headings contained in this License are for reference purposes only and shall not affect in any way the meaning or interpretation of this License.

38. Counterparts. This License may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Faxed and copied signatures are acceptable as original signatures.

39. In the event Licensor or Licensee resort to legal proceedings to enforce any right under this License or to obtain relief for any default by the other party, the party prevailing in such proceedings shall be entitled to recover from the defaulting party the costs thereof, including reasonable attorneys' fees and costs.

40. Licensor Notices. All notices to Licensor shall be in writing and sent by certified mail to:
    Maricopa County Human Services Department
    Workforce Development Division
    Attention: Patrick Burkhart, Assistant Director
    234 N. Central, Suite 3000
    Phoenix, AZ 85004
    602-506-4146
    BURKHARTP@mail.maricopa.gov

41. Licensee Notices. All notices to Licensee shall be in writing and sent by certified mail to:
    MAXIMUS
    Attention: Bonnie Thoi
    1140 E. Washington Street #203
    Phoenix, AZ 85034
    480.305.2900 Office
    480.305.2897 Fax
    bonniethoi@maximus.com

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

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

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

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

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

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

LICENSOR:	LICENSEE:
MARICOPA COUNTY	MAXIMUS
BY _____	BY _____
Chairman of the Board	
Date: _____	Date: _____

Attested to:_____
Clerk of the Board

APPROVED AS TO FORM:

_____
Deputy County Attorney

Date: _____

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

I. Introduction

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

MWC One-Stop Delivery System serves employers, job seekers and those seeking career advancement in Maricopa County.
MWC provides the listed services below to employers within the service area:

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

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

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

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

- **Universal Access**: All customers, including those with special needs and barriers to employment, will have access to a core set of services at each access point in the One-Stop Career Center System, designed to provide information to make career and labor market decisions. Core and intensive services will be made available at multiple locations. Training and support services will be accessed through initiating transactions at these access points.

- **Integrated Services**: Delivery of services will be enhanced through the integration of planning processes, the coordination of activities and services, and the sharing of information and participant data.

- **Individual Choice:** Customers will have choices in the mechanisms through which to access services and in the services themselves, based on their individual needs and preferences. Customers will have access to a multitude of career, skill, employment and training information to obtain the services and skills they need to enhance their employment opportunities.

- **Program Quality/Accountability**: Design and management of the centers and delivery of services will be responsive to the needs of customers, and customer satisfaction will be a key measure of accountability. The Agencies agree to support each other in their respective provision of services and to facilitate joint provision of services consistent with the needs of their respective customers, the program goals of the partner organizations, and laws and regulations governing the programs they operate.

II. Purpose of the Agreement

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

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

- To facilitate the coordination of resources so as to eliminate unwarranted duplication of services, reduce administrative costs, and enhance participation and performance of customers served through the system.

- To establish guidelines for creating and maintaining a cooperative working relationship, to facilitate joint planning and evaluation of services, and to develop more efficient management of limited financial and human resources.

III. Geographic Area Covered by the Agreement

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

IV. One-Stop Center Locations

Comprehensive One Stop Locations

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

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

Limited Services Locations

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

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

V. Cost Sharing

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

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

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

Direct Costs include:

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

B. Cost Allocation and Resource Sharing Methodology

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

Direct Cost Pool – The individual cost of items for the operation of the facilities housing the Maricopa Workforce Connections One-Stop Career Centers. These costs are allocated on the basis of square footage occupied by each agency, co-located at the One Stop Career Centers and a proportionate amount of Common space. Cost allocations are adjusted yearly for changes in the One Stop Centers agency participation. Projected costs are estimated and each agency shall pay its fair share.

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

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

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

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

The Agency shall provide the resources necessary to fund their proportionate share of the shared costs as reflected in Exhibit 2. Other agencies that are co-located in the Career Centers must make monthly payments to Maricopa County representing their fair share based on square footage used. Exhibit 3 outlines the costs that the Agencies will pay for co-location costs.

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

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

VI. Supportive Services

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

VII. Customer Satisfaction

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

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

VIII. Continuous Improvement

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

IX. Performance Accountability

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

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

The Agency in the One-Stop system shall:

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

X. Data Access/Data Sharing

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

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

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

All Agency staff members who require access will follow the security access procedures established by the Department of Economic Security and sign the appropriate data access forms prior to receiving access.

XI. Disabilities Services

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

A. One-Stop center facilities that are programmatically and architecturally accessible;
B. Agency access for individuals with disabilities
C. Reasonable accommodations for individuals with disabilities

XII. Referral Process/Methods Between Organizations

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

A. Referral Point of Contact

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

B. Co-enrollment

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

The Agency shall:

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

C. Appointment Scheduling

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

D. Capacity Building

The Agency shall establish a high level of professional standards related to One-Stop staff competencies and protocols, as well as a professional environment for customers of the affiliate agencies. In order for the "universal" customer to receive seamless services in

a true One-Stop environment it is imperative that all agencies in the system understand each organization, their services and their goals. The Agency shall provide training to the other agencies in the One Stop system. The Agency shall attend training provided by other organizations within the One Stop system.

It is understood all organizations participating in the Comprehensive One Stop system need to achieve specific program goals and that by supporting each other through training and team work, the One Stop System will result in increased goal achievement by all of the Agencies. As with all aspects of joint planning, capacity building efforts shall be examined in the context of adaptability to needed change, customer service and continuous improvement. The Agency shall work continuously to ensure collaboration with State and regional efforts to provide service delivery in response to identified capacity building needs.

E. Marketing and Outreach

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

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

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

F. Confidentiality

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

G. Dispute Resolution Process

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

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

- If the Agencies are unable to resolve a dispute to the satisfaction of the members who are parties to the dispute, the complaint shall be submitted in writing to MWC Assistant Director within 15 days of the initial dispute.

- MWC Assistant Director will evaluate the merits of the dispute and may attempt to resolve the dispute through mediation.

- If the MWC Assistant Director is unable to resolve the dispute, issue shall be referred to the MWC Board Executive Committee. The Committee shall evaluate the merits of the dispute and may attempt to resolve the dispute through mediation. However, in all cases, the Executive Committee shall prepare a response to the complaint within 30 days.

- The decision of the Executive Committee shall be final and binding on all parties to the dispute.

XIII. Assurances and Certifications

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

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

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

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

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

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

Proportional Cost Allocated by Sq Ft

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

Directly Occupied Space 5,038 Sq Ft.

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

Proportional Share Common 27,662 Sq Ft.

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

Total Space Cost Sharing

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

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

Program Costs	Yearly Costs	Monthly Costs
Salaries	0.0	
Supplies	10,722.00	893.50
Security	47,058.00	3,921.50
Temp Help	0.00	
Lease	223.998.00	18,666.50
Repairs	7,056.00	588.00
Janitorial	23,808.00	1,984.00
Utilities	73,280.00	6,106.67
Print/Advert	0.00	0.00
Total	**385,922.00**	**32,160.17**

Proportional Cost Allocated by Sq Ft

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

Directly Occupied Space 3,990 Sq Ft.

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

Proportional Share Common 13,825 Sq Ft.

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

Total Space Cost Sharing

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

FEE SCHEDULE

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

2. Licensor shall review costs on a yearly basis and may adjust and/or revise monthly installments, as deemed necessary. Any adjustment shall be made by mutual, written agreement of both Parties.

3. Monthly installment payments are to be sent to:

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

INTERDEPARTMENTAL AGREEMENT

Between

HUMAN SERVICES DEPARTMENT

WORKFORCE DEVELOPMENT DIVISION

And

MATERIALS MANAGEMENT

SMALL BUSINESS ENTERPRISE PROGRAM (MCbiz)

Purpose:	To co-locate Greater Phoenix SCORE® program in Maricopa Workforce Connections (MWC) One Stop Career Centers.
Effective Date:	Upon approval and signature of both parties.
Termination Date:	June 30, 2011

WITNESS WHEREOF, the parties enter into this Agreement for the purposes stated within.

HUMAN SERVICES DEPARTMENT	**MATERIALS MANAGEMENT**
Trish Georgeff, Director	**Wesley Baysinger, Director**
5-26-09	5/20/09
Date	**Date**

1.0 PARTIES

1.1 This Agreement is between the Materials Management Department, Small Business Enterprise Program (MCBiz), and the Human Services Department Maricopa Workforce Connections (MWC).

1.2 In consideration of the mutual representations and obligations hereunder, both parties agree to abide by all the terms and conditions set forth herein.

2.0 TERM

2.1 This Agreement shall be effective upon signature by both parties and will expire on June 30, 2011.

3.0 AUTHORITY

3.1 Both Departments are authorized to enter into this Agreement.

4.0 PURPOSE OF AGREEMENT

4.1 This Agreement will implement funding arrangements between MCBiz and the Human Services Department for costs associated with having Greater Phoenix SCORE® "Counselors to America's Small Business", co-located in the two (2) MWC One Stop Career Centers.

4.2 This agreement allows for SCORE® staff to maintain direct service space within the Career Centers.

4.3 SCORE® volunteers will be co-located in the two (2) MWC One Stop Career Centers: West Valley 1840 N. 95th Avenue, #160, Phoenix, AZ 85037 and the East Valley 735 N. Gilbert Road, Gilbert, AZ 85234.

4.4 SCORE® volunteers are successful business professionals who volunteer their time to mentor small business owners. SCORE® volunteers will provide Maricopa County residents with information on small business development, business start-up information and financing resources. SCORE® will provide one-on-one counseling and mentoring to individuals that are interested in pursuing self-employment opportunities. All services provided will be at no cost to participants.

4.5 SCORE® volunteers will be co-located in each One Stop Center on a weekly basis.

4.6 SCORE® will have the ability to utilize the County computer network while working with participants.

5.0 OCCUPANCY INFORMATION AND RATES

5.1 Occupancy information is based on the square foot allocation in each One Stop Career Center and this determines the proportional share of monthly occupancy costs. Square footage occupancy space is provided below for each One Stop Center.

5.1.1 The Human Services Department will review the occupancy costs on a yearly basis and will adjust and revise the cost allocations.

5.1.2 The identified shared cost under this agreement are:

Site - East Valley	Monthly	Annually
6X6 cubicle	$24.66	$295.92
Public Network	$11.03	$132.00
Totals	$35.69	$427.92
Site - West Valley		
8X8 cubicle	$43.52	$522.24
Public Network	$11.03	$132.00
Totals	$54.55	$654.24

5.1.3 Each month the Human Services Department will invoice MC Biz: **$90.24**.

5.2 Any requests by SCORE® for changes, alterations, or modifications to the space will be submitted to the respective designated site person as listed in Section 7.1.3 for processing the work order. If the work order is approved the cost will be billed to SCORE®.

5.3 DATA COMMUNICATIONS, & OFFICE FURNITURE/EQUIPMENT

Each work area will have:

Data Communications

☒ Computer with Internet access
☒ Telephone
☒ Fax machine (in Resource area)
☒ Voice Mail

SCORE® must to abide by the Maricopa County Policies regarding Computer usage: *Acceptable Use for Computers, Infrastructure and Remote Access* and the Human Services Department: *Acceptable Use of Computing Resources & External Data Storage Devices.* Each volunteer will be required to sign the Department's *Acceptable Use of Computing Resources Policy Acknowledgment.*

Office Furniture/Equipment

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

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

5.4 SCORE® will have access to equipment use such as the copy machine(s), printer(s), fax(s).

6.0 FUNDING /PAYMENT

6.1 The Human Services Department will invoice MC Biz each month as identified in Section 5.1.3.

6.2 MC Biz will prepare and issue a warrant within twenty (20) days upon receiving the Department's invoice. The warrant will be mailed to the address stated in Section 7.1.1 of this Agreement.

6.2.1 Any changes to the costs shall be justified and separately negotiated.

6.2.2 This Agreement may be canceled, upon receipt of thirty (30) days written notice, by either party.

7.0 CONTACT INFORMATION

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

7.1.1 MC Biz shall address all notices/payments relative to this Agreement to:

Maricopa County Human Services Department
Michelle Stevens, Senior Grants Accountant
234 North Central, Suite 3000
Phoenix, AZ 85004
Phone: 602-506-4859
Fax 602-506-0936

7.1.2 Human Services Department shall address all notices/invoices relative to this Agreement to:

Andres Chagolla
Maricopa County Materials Management
320 W. Lincoln
Phoenix, AZ 85003
Office: 602-506-8707
Cell: 602-526-7028
Fax: 602-258-1573

7.1.3 The One Stop Career Center Coordinators handle routine non-monetary issues or concerns.

East Valley Center Coordinator Terry Farrell 480-497-0350 ext 248
West Valley Center Coordinator Kevin Berry 602-372-4201

C-22-10-010-3-00

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.

Authorized Signature

6/15/09

Date

FOR AND ON BEHALF OF MARICOPA COUNTY

Max Wilson Chairman, Board of Supervisors

JUL 22 [redacted]

Date

Attested to:

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
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 46th St. Tucson, AZ 85713 Phone: 520-622-3553 Fax: 520-622-1480

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) $1,000,000Property 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 <u>not</u> 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.

Dr. John David Arnold

6/9/11
Date

FOR AND ON BEHALF OF MARICOPA COUNTY

Andrew Kunasek, Chairman, Board of Supervisors

JUN 28 2011
Date

Attested to:

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 responsibilities 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

SCORE

C-22-09-146-3-00

MEMORANDUM OF UNDERSTANDING
BETWEEN
MARICOPA COUNTY
ADMINISTERED BY ITS
HUMAN SERVICES DEPARTMENT
AND
GREATER PHOENIX SCORE®
"Counselors to America's Small Business"

1. PURPOSE

This Memorandum of Understanding (MOU) provides a binding agreement between Greater Phoenix SCORE® "Counselors to America's Small Business", a non-profit organization, (hereinafter referred to as CO-LOCATOR) and Maricopa County (hereinafter referred to as the COUNTY), administered by the Human Services Department, Maricopa Workforce Connections (MWC), (hereinafter referred to as the DEPARTMENT).

Through this MOU, Co-locator will provide Maricopa County residents with information on small business development, business start-up information and financing resources. Co-locator will provide one-on-one counseling and mentoring to individuals that are interested in pursuing self-employment opportunities. All services provided will be at no cost to participants.

Co-Locator will be located in the two (2) MWC One Stop Career Centers: West Valley 1840 N. 95th Avenue, #160, Phoenix, AZ 85037 and the East Valley 735 N. Gilbert Road, Gilbert, AZ 85234.

The monthly costs associated with being co-located in the MWC One Stop Career Centers will be paid by Maricopa County Materials Management Department, Small Business Enterprise Program (MCBiz), through an Interdepartmental Agreement.

2. RESPONSIBILITIES OF ORGANZATIONS

Co-Locator will be responsible for:

a. Providing one-on-one assessments and mentoring services to participants that are interested in entrepreneurial opportunities;
b. Establishing a schedule to ensure volunteers are available on a weekly basis;
c. Abiding by Maricopa County computer use policy; and
d. Providing monthly data reports.

DEPARTMENT will be responsible for:

a. Providing a direct services space for Co-Locator to conduct business;
b. Providing access to a Department computer while working with participants;
c. Referring individuals to Co-locator that are interested in learning about entrepreneurial opportunities; and
d. Scheduling appointments on SCORE® database for participants;

3. OCCUPANCY INFORMATION

a. Co-locator will have access to the following:

Site - East Valley
6X6 cubicle one (1) time per week
Public Network

Site - West Valley
8X8 cubicle one (1) time per week
Public Network

Any requests by the Co-Locator for changes, alterations, or modifications to the space will be submitted to the County's respective designated site person as listed in Section 8.b. for processing the work order. If the work order is approved the cost will be billed to the Co-Locator.

b. DATA COMMUNICATIONS, & OFFICE FURNITURE/EQUIPMENT

Each work area will have:

Data Communications

☒ Computer with Internet access ☒ Fax machine (in Resource area)
☒ Telephone ☒ Voice Mail

Co-locator agrees to abide by the Maricopa County Policies regarding Computer usage: *Acceptable Use for Computers, Infrastructure and Remote Access* and Human Services Department: *Acceptable Use of Computing Resources & External Data Storage Devices.* Each volunteer will be required to sign the Department's *Acceptable Use of Computing Resources Policy Acknowledgment.*

Office Furniture/Equipment

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

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

c. Co-locator will have access to equipment use such as the copy machine(s), printer(s), fax(s).
d. Co-Locator agrees to provide general supplies such as ream(s) of paper for each center on a monthly basis.

4. FUNDING/PAYMENT

This MOU is a non-financial Agreement.

5. LIFE OF THE AGREEMENT:

a. This Agreement shall be effective upon signature by both parties and will expire on June 30, 2011.

b. This Agreement is subject to cancellation in accordance with the provisions of A.R.S. 38-511.

c. This Agreement may be terminated by mutual written agreement of the parties specifying the termination date therein.

d. Either party may terminate this agreement at any time, with sixty (60) days notice in writing to the other party (unless terminated by the Board of Supervisors under Availability of Funds provision).

e. Notice shall be given by personal delivery or by Registered or Certified mail.

6. AMENDMENTS:

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

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

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

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

7. AVAILABILITY OF FUNDS:

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.

Should the goods or services which are to be provided pursuant to this agreement not be fully funded for any reason, County and/or Co-locator 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.

8. NOTICES

a. Communication and details concerning this Agreement shall be directed to the following representatives:

Greater Phoenix SCORE®:

Greater Phoenix SCORE®
Chet S. Ross, Chapter Chair
2828 North Central Ave, Suite 800
Phoenix AZ 85004
602-745-7250

Maricopa County Human Services Department:

Workforce Development Division
Patrick Burkhart, Assistant Director
234 N. Central Avenue, 3rd Floor
Phoenix, Arizona 85004
602-506-4146

b. The One Stop Career Center Coordinators handle routine non-monetary issues or concerns.
East Valley Center Coordinator Terry Farrell 480-497-0350 ext 248

West Valley Center Coordinator Kevin Berry 602-372-4201

9. GENERAL LIABILITY INSURANCE

Co-Locator will add County to Co-Locator's 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. Co-locator will maintain said coverage during the term of this contract.

10. COMPLIANCE WITH APPLICABLE LAWS

a. Each party 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. This agreement will be governed by the laws of the State of Arizona. Exclusive venue and jurisdiction for any disputes involving this agreement will be in the state or federal courts sitting in Phoenix, Arizona.

b. Unless exempt under Federal law, both 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, which mandates that all

persons, regardless of race, color, religion, sex, age, national origin, or political affiliation, shall have equal access to employment opportunities. Both 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. Both parties shall comply with the requirements of the Fair Labor Standards Act of 1938, as amended.

c. Both 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. Both 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.

d. The CO-LOCATOR warrants that it is in compliance with A.R.S. § 41-4401 and further acknowledges:

   i. That the CO-LOCATOR, 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";

   ii. That a breach of a warranty under Subsection "i" above, shall be deemed a material breach of the Agreement that is subject to penalties up to and including termination of the Agreement;

   iii. That the Department retains the legal right to inspect the papers of any contractor or subcontractor employee who works on the Agreement to ensure that the contractor or subcontractor is complying with the warranty provided under Subsection "a" 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;

   iv. That nothing herein shall make Co-locator or its subcontractor an agent or employee of the County.

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

a. By entering into the Agreement, the CO-LOCATOR certifies it does not have scrutinized business operations in Sudan or Iran. The CO-LOCATOR shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Agreement.

b. The County may request verification of compliance from Co-locator or its subcontractor performing work under the Agreement. Should the County suspect or find that the Co-locator 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 the Co-locator. All costs necessary to verify compliance are the responsibility of the Co-locator.

FOR AND ON BEHALF OF GREATER PHOENIX SCORE®

Chet S. Ross, Chapter Chair

4/27/2009
Date

FOR AND ON BEHALF OF THE COUNTY

Chairman, Board of Supervisors

MAY 20 2009
Date

Attested to:

Fran McCarroll, Clerk of the Board

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 20 day of May, 2009

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

AMENDMENT TO THE
INTERDEPARTMENTAL AGREEMENT
Between
HUMAN SERVICES DEPARTMENT
WORKFORCE DEVELOPMENT DIVISION
And
MATERIALS MANAGEMENT'S
SMALL BUSINESS NETWORK

Purpose:	To extend the co-location agreement for Greater Phoenix SCORE® program in Maricopa Workforce Connections (MWC) One Stop Career Centers.
Effective Date:	Upon approval and signature of both parties.
Termination Date:	June 30, 2013
Co-location Cost	$90.24 mo.

WITNESS WHEREOF, the parties enter into this Agreement for the purposes stated within.

HUMAN SERVICES DEPARTMENT	**MATERIALS MANAGEMENT**
Trish Georgeff	
Trish Georgeff, Director	**Wesley Baysinger, Director**
7-20-11	7/8/11
Date	**Date**

LICENSE AND FEE AGREEMENT FOR
USE OF REAL PROPERTY

C-22-10-060-3-00

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

RECITALS

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

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

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

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

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

LICENSE AGREEMENT

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

2. Licensor hereby grants to Licensee a revocable license to enter the Facility and use the Premises for the purpose previously stated during normal business hours. Said License may be canceled by Licensor or Licensee without liability of any kind to the other party upon giving 30 days written notice of revocation or as otherwise agreed to by the Parties in writing.

3. The term of this License shall begin upon approval and signature of both parties and shall expire June 30, 2011. Licensee may have the option to renew the term of this License two (2) times for a period of one (1) year each, "Renewal Term" provided, however, that Licensee is in full compliance with all terms, covenants and conditions of this License. Licensee may exercise this Renewal Term by giving written notice to Licensor at least sixty (60) days prior to the expiration of the License. The granting of the Renewal Term shall be at the sole discretion of Licensor and upon mutual agreement by the parties in writing. Any renewal of this License shall be on the same terms, covenants and conditions contained in this License. Notwithstanding any other section of this License, Licensor and/or Licensee may terminate this License for any reason and without any

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

4. Upon the execution of the License, Licensee shall pay Licensor the first monthly installment of $34.36 for co-location cost sharing in the Premises. Licensee shall be invoiced $34.36 on a monthly basis. Licensee shall prepare and issue a check within twenty (20) days of receipt of invoice. Licensor shall review costs on a yearly basis and may adjust and/or revise monthly installments, if deemed necessary.

5. Licensee shall indemnify and hold harmless Licensor, its officers, agents, employees, successors in interest and assigns, from any and all claims, liability, judgments, damages, expenses, costs including reasonable attorney fees incurred by Licensor, arising from Licensee's access to the Facility and use of the Premises or as a result of any negligent, grossly negligent or intentional act or omission by Licensee, its officers, members, agents, employees, successors, assigns or invitees.

6. Licensee shall maintain adequate professional liability insurance with a company licensed to conduct business in the State of Arizona to cover the acts of its employees in an amount not less that $1,000,000 per occurrence and agrees to provide Licensor with a certificate of insurance, naming Licensor as additional insured on Licensee's general liability policy.

7. Licensee shall maintain all applicable permits and licenses for its business operations.

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

9. This License shall be construed as a mere license by Licensor to Licensee to provide case management services to clients in the Premises. This License shall not be construed as a lease, sublease or rental agreement. It is understood and agreed that Licensee has no interest whatsoever in the Premises or the License Area upon which the service is performed and that Licensor may move Licensee from the Premises to another location within the Facility at the discretion of Licensor.

10. This License shall be automatically revoked in the event of, or at such time that the Licensee fails to comply with the express terms of this License agreement, unless said failure is cured within ten (10) days of delivery of a written notice to cure. Licensor acknowledges that the License is subject to A.R.S. §38-511 and may be cancelled pursuant hereto.

11. Licensee agrees that this License is subject to the Fee Schedule in Exhibit "A" attached hereto and by this reference incorporated into this License.

12. All notices to Licensor shall be in writing and sent by certified mail to:

    Maricopa County Human Services Department
    Workforce Development Division
    Attention: Patrick Burkhart, Assistant Director
    234 N. Central, Suite 3000
    Phoenix, AZ 85004
    602-506-4146

BURKHARTP@mail.maricopa.gov

13. All Notices to LICENSEE shall be in writing and sent by certified mail to:
    Child and Family Resources
    Attention: Conrad Lindo, Program Manager
    700 West Campbell, Suite 3
    Phoenix, AZ 85013
    602-234-3941 ext. 22
    Email address: clindo@cfraz.org

14. This License is personal to Licensee, and Licensee may not assign this License or any right thereunder nor give any security interest therein or in any rights thereunder nor may this License be assigned by operation of law. Any assignment of this License or rights thereunder by Licensee or by operation of law or the giving of any security interest therein shall at Licensor's option constitute a breach of this License and this License shall be void.

15. Licensee warrants that it is in compliance with A.R.S. §41-4401 and further acknowledges:
    a) That the Licensee and its subcontractors, if any, warrant their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214, subsection A;

    b) That a breach of a warranty under subsection a) above, shall be deemed a material breach of the License that is subject to penalties up to and including termination of the License;

    c) That Licensor retains the legal right to inspect the papers of any Licensee or subcontractor employee who works on the License to ensure that the Licensee or subcontractor is complying with the warranty provided under subsection a) above and that the Licensee agrees to make all papers and employment records of said employee(s) available during normal working hours in order to facilitate such an inspection;

    d) That nothing herein shall make any Licensee or subcontractor an agent or employee of the Licensor government entity.

16. Licensee warrants that it is in compliance with Federal Immigration and Nationality Act and further acknowledges:
    a) That the Licensee understands and acknowledges the applicability of the Immigration Reform and Control Act of 1986 (IRCA). The Licensee agrees to comply with the IRCA in performing under this License and to permit Licensor inspection of personnel records to verify such compliance.

    b) By entering into this License, Licensee warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. Licensee shall obtain statements from their subcontractors certifying compliance and shall furnish the statements upon request by the Licensor. These warranties shall remain in effect through the term of the License. Licensee and their subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department

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

c) Licensor may request verification of compliance for any Licensee or subcontractor performing work under the License. Should the Licensor suspect or find that the Licensee or any of its subcontractors are not in compliance, the Licensor may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the License for default, and suspension and/or debarment of the Licensee. All costs necessary to verify compliance are the responsibility of the Licensee.

17. Licensee warrants that it is in compliance with A.R.S. §§35-391.06 and 35-393.06 (Business Relations with Sudan and Iran):

a) By entering into this License, Licensee certifies it does not have scrutinized business operations in Sudan or Iran. Licensee shall obtain statements from its subcontractors, involved with this License, certifying compliance and shall furnish the statements to Licensor upon request. These warranties shall remain in effect through the term of the License.

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

18. Licensee certifies to the best of its knowledge and belief, that it and its directors, officers and agents:

a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

b) Have not within a three-year period been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph b; and

d) Have not within a three-year period had one or more public transactions (Federal, State, or local) terminated for cause or default.

e) Shall immediately notify the Department if, at any time during the term of this Agreement, it is debarred, suspended, declared ineligible, or voluntarily excluded from participation. The Department may pursue available remedies in the event of such occurrence, including immediate termination of this Agreement.

f) Shall not enter into a subcontract or sub-recipient agreement with a person or organization that is debarred, suspended, declared ineligible, or voluntarily excluded from participation. The Department may pursue available remedies in the event of such occurrence, including immediate termination of this Agreement.

19. This License shall be binding upon and inure to the benefit of the respective parties, their successors, personal representatives and assigns, and shall be governed by and constructed under the laws of the State of Arizona.

20. This License together with any supplemental exhibits constitutes the entire agreement between the Parties.

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

LICENSOR:
MARICOPA COUNTY

BY _____
Chairman of the Board

Date: MAY 14 2010

Attested to:

_____
Clerk of the Board 042810

APPROVED AS TO FORM:

_____
Legal Counsel for Maricopa County

Date: May 12 2010

LICENSEE:
CHILD AND FAMILY RESOURCES

BY _____
Director

Date: 3/23/10

EXHIBIT "A"

FEE SCHEDULE

1. Licensee agrees to reimburse Licensor for use of sixty-four square feet (a cubicle) in the Maricopa County Workforce Connections One Stop Career Center 1840 N. 95th Ave #160 Phoenix, AZ 85037 at a rate of $34.36 per month, as stated in the License Agreement.

2. Licensor shall review costs on a yearly basis and may adjust and/or revise monthly installments, as deemed necessary. Any adjustment shall be made by mutual, written agreement of both Parties.

3. Monthly installment payments are to be sent to:

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

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

I. The purpose of Amendment #1 is to address the following:

A. Exercise the option to renew the term of the License for a period of one (1) year as listed in Paragraph 3 of the Agreement. The Agreement shall expire June 30, 2012.

B. Remove Exhibit "A" Fee Schedule

C. Include Exhibits to the Agreement:
1. Exhibit 1 Memorandum of Understanding & Resource Sharing Agreement provides the guidelines for all partner agencies that are co-located in the One Stop Career Centers.
2. Exhibit 2 West Valley One Stop Career Center Operating Costs.
3. Exhibit 3 Fee Schedule.

II. The foregoing paragraphs contain all the changes made by this Amendment. All other terms and conditions of the original Agreement remain the same and in full force and effect.

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

FOR AND ON BEHALF OF CHILD AND FAMILY RESOURCES

Conrad Lindo, Program Manager

June 9, 2011
Date

FOR AND ON BEHALF OF MARICOPA COUNTY

Andrew Kunasek, Chairman, Board of Supervisors

JUN 28 2011
Date

Attested to:

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

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

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

VI. Supportive Services

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

VII. Customer Satisfaction

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

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

VIII. Continuous Improvement

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

IX. Performance Accountability

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

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

Partner Agency in the One-Stop system shall:

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

X. Data Access/Data Sharing

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

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

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

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

XI. Disabilities Services

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

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

XII. Referral Process/Methods Between Organizations

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

A. Referral Point of Contact

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

B. Co-enrollment

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

Partner Agency shall:

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

C. Appointment Scheduling

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

D. Capacity Building

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

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

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

E. Marketing and Outreach

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

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

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

F. Confidentiality

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

G. Dispute Resolution Process

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

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

- If the partners are unable to resolve a dispute to the satisfaction of the members who are parties to the dispute, the complaint shall be submitted in writing to MWC Assistant Director within 15 days of the initial dispute.

- MWC Assistant Director will evaluate the merits of the dispute and may attempt to resolve the dispute through mediation.

- If the MWC Assistant Director is unable to resolve the dispute, issue shall be referred to the MWC Board Executive Committee. The Committee shall evaluate the merits of the dispute and may attempt to resolve the dispute through mediation. However, in all cases, the Executive Committee shall prepare a response to the complaint within 30 days.

- The decision of the Executive Committee shall be final and binding on all parties to the dispute.

XIII. Assurances and Certifications

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

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

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

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

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

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

Proportional Cost Allocated by Sq Ft

	Facility Sq Ft.	32,700	Annualized Costs
	Share	Sq Ft	2009-2010
WDD	15%	4,985	154,142.60
Partners	8%	2,756	85,219.06
Common	76%	24,959	771,764.34
		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. Contractor agrees to pay Licensor a monthly amount of $34.36 for co-location costs associated with the operation of the Maricopa County Workforce Connections One Stop Career Center as stated in the License Agreement.

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

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

3. Monthly installment payments are to be sent to:

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

Appendix H – Local Plan Signature Page

Local Plan Signature Page
Program Year 2011 through Program Year 2013
WIA Title IB

We, the undersigned, do hereby approve and submit this Local Plan for the Workforce Investment Act (WIA) Title IB Programs for the Local Workforce Investment Area (LWIA) of Maricopa Workforce Connections - Maricopa County.

Submitted on behalf of the Local Workforce Investment Board (LWIB) and Chief Local Elected Official(s) for the Local Workforce Investment Area.

Signature – Chief Local Elected Official **Date**

Name and Title Andrew W. Kunasek
Chairman
Board of Supervisors

Signature – LWIB Chair **Date**

Name and Title Rick McCartney
Chairman
Maricopa Workforce Connections

Approved on behalf of the State of Arizona:

Signature – Chair **Date**
Governor's Council on Workforce Policy

Section 9 Attachments
Attachment 1 – MWC Board Roster

Maricopa Workforce Connections

2011-2012 Maricopa Workforce Connections
Full Board Roster

Total Private: 17 | Total Public: 16 | Total Membership: 33 | Quorum: 17

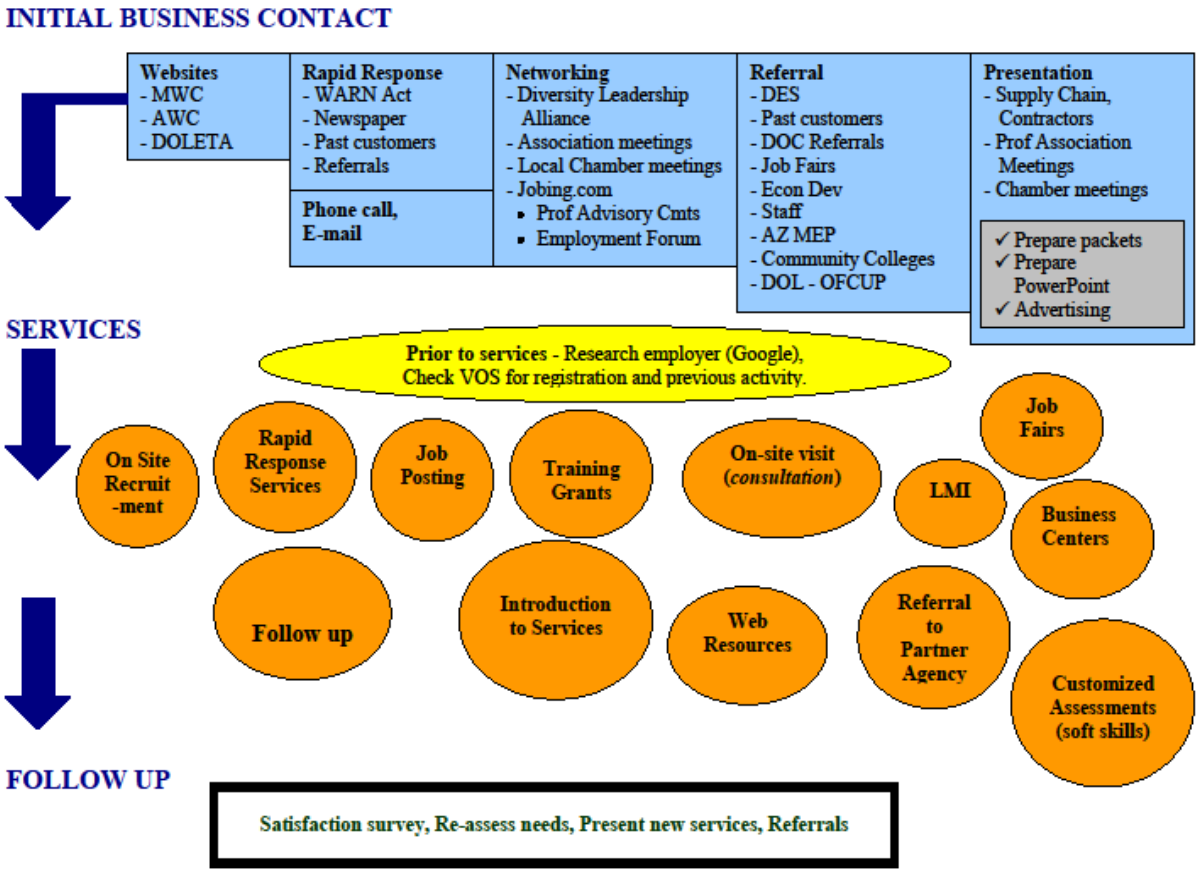
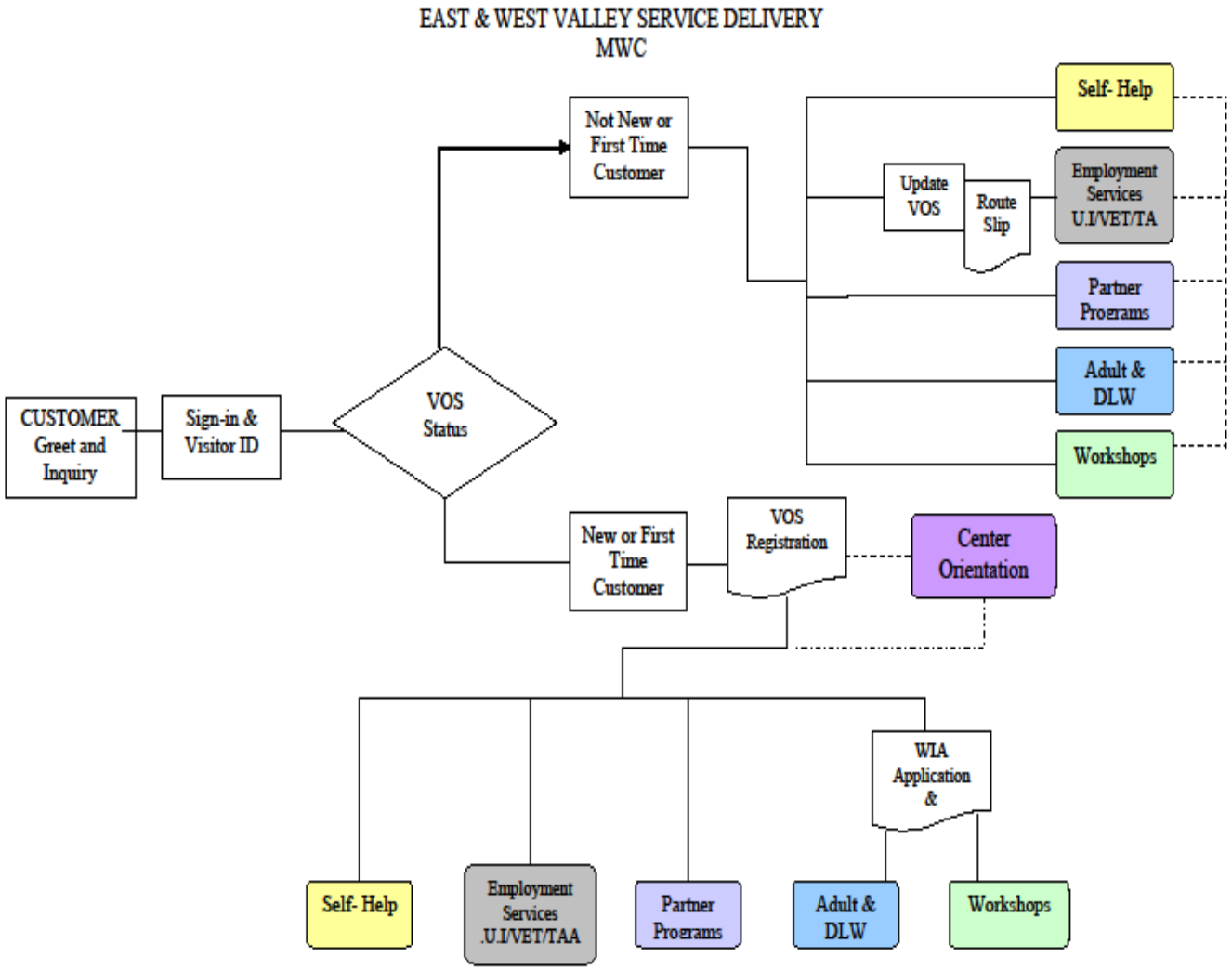
Member Name		Title/Position/Addresses	Contact Information		Term Start/Renewal/Expiration		Industry
Private Membership							
TONY Abraham	PRIVATE	Director of Human Resources Modern Industries, Inc. 2925 S. Roosevelt Street Tempe, AZ 85282	Phone: Fax: Cell: Email:	(480) 656-1833 tabraham@modinds.com	Term Expiration: Original Start Date: Term(s) Renewed:	June 30, 2012 July 1, 2008 2010	
BEN Candler	PRIVATE	Community Relations Loss Mitigation, GMAC Mortgage 60 E. Rio Salado Parkway, Ste. 900 Tempe, AZ 85281	Phone: Fax: Cell: Email:	(623) 252-6106 (866) 502-3502 (480) 577-6565 benjamin.candler@gmacrescap.com	Term Expiration: Original Start Date: Term(s) Renewed:	June 30, 2012 July 1, 2008 2010	
SHELLIE Frey	PRIVATE	SPHR .	Phone: Fax: Cell: Email:	(602) 790-1729 (602) 790-1729 spfrey97@gmail.com	Term Expiration: Original Start Date: Term(s) Renewed:	June 30, 2012 July 1, 2010 N/A	
TREVOR Gelder	PRIVATE	EPC Recruiting Supervisor First Solar, Inc. 350 W. Washington Street, Suite 600 Tempe, AZ 85281	Phone: Fax: Cell: Email:	(602) 384-9507 (602) 384-9607 (480) 213-0459 tgelder@firstsolar.com	Term Expiration: Original Start Date: Term(s) Renewed:	June 30, 2012 July 1, 2010 N/A	
DILLON Holmes	PRIVATE	President Cambio Energy, Inc 733 W Gleneagles Dr Phoenix, AZ 85023	Phone: Fax: Cell: Email:	(602) 549-7533 dillon@cambioenergy.com	Term Expiration: Original Start Date: Term(s) Renewed:	June 30, 2013 July 1, 2009 2011	
KAYONG Holston	PRIVATE	Director of Business Programs Ottawa University 10020 N. 25th Avenue Phoenix, AZ 85021	Phone: Fax: Cell: Email:	(602) 749-5203 (602) 371-0035 (480) 282-0266 kayong.holston@ottawa.edu	Term Expiration: Original Start Date: Term(s) Renewed:	June 30, 2012 July 1, 2008 2010	Education,
TINA Huff	PRIVATE	Executive Director of Human Resources Pro's Ranch Markets 1602 E. Roosevelt Street Phoenix, AZ 85006	Phone: Fax: Cell: Email:	(602) 714-4129 (602) 254-6881 (602) 714-4129 tinah@prosranch.com	Term Expiration: Original Start Date: Term(s) Renewed:	June 30, 2013 July 1, 2007 2009; 2011	
ERIC Knott	PRIVATE	Manager, Labor and Employee Relations Cox Communications 1550 West Deer Valley Road Phoenix, AZ 85027	Phone: Fax: Cell: Email:	(623) 328-3394 (623) 328-3180 (602) 694-1977 ericknott@cox.net	Term Expiration: Original Start Date: Term(s) Renewed:	June 30, 2012 July 1, 2010 N/A	
RICK McCartney	PRIVATE	President & CEO InMedia Company, LLC 6360 E. Thomas Road, Suite 210 Scottsdale, AZ 85251	Phone: Fax: Cell: Email:	(480) 584-3752 (480) 584-3751 rmccartney@inmediacompany.com	Term Expiration: Original Start Date: Term(s) Renewed:	June 30, 2013 July 1, 2009 2011	
KELSIE McClendon	PRIVATE	Senior Human Resources Manager Niagara Bottling, LLC 275 S. 67th Ave. Phoenix, AZ 85043	Phone: Fax: Cell: Email:	909.230.5000 Ext. 4469 623.742.9337 (602) 695-1385 kmcclendon@niagarawater.com	Term Expiration: Original Start Date: Term(s) Renewed:	June 30, 2012 July 1, 2008 2010	
BOB Neckes	PRIVATE	Corporate Director of Human Relations Macayos Restaurants, LLC 3117 N. 16th Street Phoenix, AZ 85016	Phone: Fax: Cell: Email:	(602) 694-3481 (602) 532-7597 (480) 720-7155 bobn@macayo.com	Term Expiration: Original Start Date: Term(s) Renewed:	June 30, 2013 February 28, 2008 2009; 2011	MWC Full Board Member,
PAUL Sanders	PRIVATE	Circulation & Marketing Director Phoenix Business Journal 101 N. 1st Ave., Ste 2300 Phoenix, AZ 85003	Phone: Fax: Cell: Email:	(602) 308-6540 (602) 616-8450 psanders@bizjournals.com	Term Expiration: Original Start Date: Term(s) Renewed:	June 30, 2013 July 1, 2009 2011	
BENJAMIN Serio	PRIVATE	Human Resources Manager Amazon.com 310 S. 4TH. ST. UNIT 1104 Phoenix, AZ 85004	Phone: Fax: Cell: Email:	(623) 474-8706 (419) 494-3327 serio@amazon.com	Term Expiration: Original Start Date: Term(s) Renewed:	June 30, 2013 July 1, 2009 2011	
JESSICA Starr	PRIVATE	Government Solutions Executive Manpower 100 Manpower Place Milwaukee, WI 53212	Phone: Fax: Cell: Email:	602-300-4173 602-435-1165 Jessica.starr@manpower.com	Term Expiration: Original Start Date: Term(s) Renewed:	June 30, 2013 July 1, 2011 N/A	
GRETA Suda	PRIVATE	Director of Talent, People Office - Human Resources Alliance Residential Company 2415 E. Camelback Road #600 Phoenix, AZ 85016	Phone: Fax: Cell: Email:	602-522-5775 602-532-7639 (480) 577-6940 gsuda@allresco.com	Term Expiration: Original Start Date: Term(s) Renewed:	June 30, 2012 July 1, 2008 2010	
GEORGE Thorne	PRIVATE	Director of Community Relations Jobing.com 4747 N. 22nd St. Phoenix, AZ 85016	Phone: Fax: Cell: Email:	(602) 914-7507 (602) 200-6802 (602) 516-0653 george.thorne@jobing.com	Term Expiration: Original Start Date: Term(s) Renewed:	June 30, 2013 July 1, 2011 N/A	
CHEVERA Trillo	PRIVATE	Vice President Maximus - Human Services North America 1140 E. Washington Street #203 Phoenix, AZ 85034	Phone: Fax: Cell: Email:	(480) 305-2900 (703) 251-8240 (602) 315-9774 cheverartrillo@maximus.com	Term Expiration: Original Start Date: Term(s) Renewed:	June 30, 2013 July 1, 2007 2009; 2011	

2011-2012 Maricopa Workforce Connections
Full Board Roster

Total Private: 17 | Total Public: 16 | Total Membership: 33 | Quorum: 17

Member Name		Title/Position/Addresses	Contact Information		Term Start/Renewal/Expiration		Industry
Public Membership							
KARISSA Brnak	PUBLIC	Vocational Center Director One Step Beyond, Inc 9299 W. Olive Avenue, Suite 311 Peoria, AZ 85345	Phone: Fax: Cell: Email:	(623) 215-2449 (623) 561-6612 karissabrnak@osbi.org	Term Expiration: Original Start Date: Term(s) Renewed:	June 30, 2013 July 1, 2009 2011	One-Stop Partner, Title V,
KATHRYN "CHE" Collins	PUBLIC	Deputy Director/Business Community Liaison Phoenix Job Corps 518 S. 3rd St. Phoenix, AZ 85004	Phone: Fax: Cell: Email:	(602) 322-7078 (602) 322-7090 collins.kathryn@jobcorps.org	Term Expiration: Original Start Date: Term(s) Renewed:	June 30, 2012 July 1, 2006 2008; 2010	One-Stop Partner, Job Corps,
BARBARA Gallegos	PUBLIC	Program Center Coordinator U.S. Department of Housing & Urban Development One N. Central Ste 600 Phoenix, AZ 85004	Phone: Fax: Cell: Email:	(602) 379-7118 barbara.a.gallegos@hud.gov	Term Expiration: Original Start Date: Term(s) Renewed:	June 30, 2013 July 1, 2009 2011	One-Stop Partner, HUD,
TRISH Georgeff	PUBLIC	Director Maricopa County Human Services Department 234 N. Central, Suite 3000 Phoenix, AZ 85004	Phone: Fax: Cell: Email:	(602) 506-5911 (602) 506-8789 (602) 506-0066 georgeffi@mail.maricopa.gov	Term Expiration: Original Start Date: Term(s) Renewed:	June 30, 2012 July 1, 2008 2010	One-Stop Partner, CSBG, Title 1B,
BELINDA Hanson	PUBLIC	EA District 1 Program Manager AZ D.E.S. Employment Administration 815 N. 18th Street Phoenix, AZ 85006	Phone: Fax: Cell: Email:	(602) 307-9016 (602) 255-4834 bhanson@azdes.gov	Term Expiration: Original Start Date: Term(s) Renewed:	June 30, 2012 July 1, 2000 2002; 2004; 2006; 2008; 2010	Education, One-Stop Partner, DES Job Services,
SHAWN Hutchinson	PUBLIC	President / Business Representative IBEW Local 640 5808 North 7th Street Phoenix, AZ 85014	Phone: Fax: Cell: Email:	(602) 264-4506 ext. 24 (602) 264-9552 (602) 571-0957 shutchinson@ibew640.com	Term Expiration: Original Start Date: Term(s) Renewed:	June 30, 2012 July 1, 2010 N/A	Labor,
RANDY Kimmens	PUBLIC	Director of Business and Workforce Development Maricopa County Community College District 2411 W. 14th St. Tempe, AZ 85281	Phone: Fax: Cell: Email:	(480) 731-8202 (480) 731-8210 (623) 628-6367 randy.kimmens@domail.maricopa.edu	Term Expiration: Original Start Date: Term(s) Renewed:	June 30, 2013 July 1, 2011 N/A	Education, One-Stop Partner, Post Secondary Vocational Ed.,
KATHARINE Levandowsky	PUBLIC	Rehabilitation Services Administrator AZ D.E.S. 1789 W. Jefferson, Site Code 901A, PO Box 6123 Phoenix, AZ 85007	Phone: Fax: Cell: Email:	(602) 542-6295 (602) 542-3778 klevandowsky@azdes.gov	Term Expiration: Original Start Date: Term(s) Renewed:	June 30, 2012 July 1, 2006 2008; 2010	One-Stop Partner, Vocational Rehab, Vocational Rehab,
BLAIR Liddicoat	PUBLIC	Adult Basic Education Program Director Rio Salado College 2323 W. 14th Street Tempe, AZ 85281	Phone: Fax: Cell: Email:	(480) 517-8108 (480) 517-8119 blair.liddicoat@riomail.maricopa.edu	Term Expiration: Original Start Date: Term(s) Renewed:	June 30, 2012 July 1, 2004 2006; 2008; 2010	Education, One-Stop Partner, Adult Education/Literacy,
YOLANDA Locher	PUBLIC	Age WORKS Program Director Area Agency on Aging 1366 E. Thomas Rd., Ste. 108 Phoenix, AZ 85014	Phone: Fax: Cell: Email:	602-241-6186 yolanda.locher@aaaphx.org	Term Expiration: Original Start Date: Term(s) Renewed:	June 30, 2013 July 1, 2011 N/A	One-Stop Partner, Title V,
CHRISTINE MacKay	PUBLIC	Economic Development Director City of Chandler .	Phone: Fax: Cell: Email:	480-782-3035 christine.mackay@chandleraz.gov	Term Expiration: Original Start Date: Term(s) Renewed:	June 30, 2013 July 1, 2011 N/A	Economic Development,
PAUL Magallanez	PUBLIC	Economic Development Director City of Tolleson 9555 W. Van Buren St. Tolleson, AZ 85353	Phone: Fax: Cell: Email:	(623) 474-4998 (602) 908-1450 pmagallanez@tollesonaz.org	Term Expiration: Original Start Date: Term(s) Renewed:	June 30, 2013 July 1, 2011 N/A	Economic Development,
TONY Maldonado	PUBLIC	Director of Career and Technical Education Paradise Valley Unified School District 3950 E. Bell Road Phoenix, AZ 85032	Phone: Fax: Cell: Email:	(602) 449-7036 (602) 568-0227 tmaldorado@pvschools.net	Term Expiration: Original Start Date: Term(s) Renewed:	June 30, 2013 July 1, 1999 2001; 2003; 2005; 2007; 2009; 2011	Education,
RODNEY Pack	PUBLIC	Program Manager Arizona Pipe Trades Apprenticeship 2950 W. Thomas Rd Phoenix, AZ 85017	Phone: Fax: Cell: Email:	(602) 505-2441 rpack@pipetrades.org	Term Expiration: Original Start Date: Term(s) Renewed:	June 30, 2013 July 1, 2009 2011	Labor,
MARIE Sullivan	PUBLIC	President & CEO Arizona Women's Education & Employment Inc. 640 N. First Avenue Phoenix, AZ 85003	Phone: Fax: Cell: Email:	(602) 223-4333 mariesullivan@awee.org	Term Expiration: Original Start Date: Term(s) Renewed:	June 30, 2013 July 1, 2007 2009; 2011	Community-Based, One-Stop Partner,
KAREN Thorne	PUBLIC	Native Workforce Services Director Phoenix Indian Center Inc 4520 N. Central Avenue, Suite 250 Phoenix, AZ 85012	Phone: Fax: Cell: Email:	(602) 264-7086 karent@phxindcenter.org	Term Expiration: Original Start Date: Term(s) Renewed:	June 30, 2013 July 1, 1999 2001; 2003; 2005; 2007; 2009;2011	One-Stop Partner,

Attachment 2 – Flowchart Initial Business Contact



Attachment 3 – Flowchart Service Delivery