INTERGOVERNMENTAL AGREEMENT

BETWEEN

CENTRAL ARIZONA ASSOCIATION OF GOVERNMENTS

AND

GILA COUNTY
(dba Gila/Pinal Workforce Investment Board)

FOR

GILA/PINAL WORKFORCE INVESTMENT ONE-STOP CENTERS

CO-LOCATION – RESOURCE SHARING AGREEMENT

CONTRACT TERM

MAY 1, 2009 TO JUNE 30, 2014

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agency Agreement (Agreement) is between the Central Arizona Association of Governments (hereafter referred to as CAAG) and Gila County dba Gila/Pinal Workforce Investment Board (hereafter collectively referred to as Gila-Pinal WIB).

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

WHEREAS Gila County is duly authorized to execute and administer contracts under A.R.S. § 11-201; and

WHEREAS CAAG and Gila County 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 CAAG and Gila/Pinal WIB agree to abide by all the terms and conditions set forth in this Contract. This Agreement shall constitute the entire agreement between the parties and supersede all other understandings, oral or written.

FOR AND ON BEHALF OF THE CENTRAL ARIZONA ASSOCIATION OF GOVERNMENTS BOARD

Maxine L. Brown
Signature

Maxine L. Brown
Printed Name

Executive Director
Title

April 30, 2009
Date

FOR AND ON BEHALF OF THE GILA COUNTY dba GILA/PINAL WORKFORCE INVESTMENT

Shirley L. Dawson
Signature

Shirley L. Dawson
Printed Name

Chairman, Gila County Board of Supervisors
Title

6/16/09
Date

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

APPROVED AS TO FORM

Chief Deputy County Attorney

5 - 22 - 2009
Date

1.0 PARTIES

1.1 This Intergovernmental Agreement (Agreement) is between Central Arizona Association of Governments; hereinafter called "CAAG", and Gila County dba Gila/Pinal Workforce Investment Board; hereinafter called "Gila/Pinal WIB".

1.2 In consideration of the mutual representations and obligations hereunder, CAAG and the Gila/Pinal WIB agree to abide by all the terms and conditions set forth herein.

2.0 TERM OF AGREEMENT

2.1 **Term**

The term of this Agreement shall have an effective date of May 1, 2009 and end on June 30, 2014, unless otherwise agreed upon by both parties in writing. The term may not exceed a total of five (5) years.

2.2 **Extension**

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

2.3 **Termination**

2.3.1 This Agreement may be terminated by mutual agreement of the parties at any time during the term of this Agreement.

2.3.2 Each party shall have the right to terminate this Agreement by hand-delivering to the other party written notice of termination at least thirty (30) days prior to the effective date of said termination.

2.3.3 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.

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

2.3.5 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.

3.0 DEFINITIONS

3.1 "Gila/Pinal WIB" means the party who is providing co-location space. In this instance the Gila/Pinal WIB is Gila County dba Gila-Pinal Workforce Investment Board.

3.2 "Gila-Pinal WIB Site Location" means the facility where the co-location of integrated program services will occur.

3.3 "Co/locator" means the party who is co-locating. In this instance the Co-locator is Central Arizona Association of Governments (CAAG).

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

4.0 PURPOSE

4.1 The purpose of this Agreement is to implement the Memorandum of Understanding (MOU) and Resource Agreement attached hereto as Exhibit 1. These documents provide for funding arrangements between co-locator, a partner agency that is co-located in the Gila/Pinal Workforce Investment Area. This partnership allows for integrated one-stop service delivery for employers, job seekers, and individuals seeking career advancement in Gila and Pinal counties in accordance with the Workforce Investment Act (P.L. 105-220 of 1998).

5.0 RESPONSIBILITIES

5.1 CAAG and Gila/Pinal WIB agree as follows:

5.2 The Gila/Pinal WIB shall provide CAAG with 420 net square feet of workspace at Location I -Casa Grande (Section 16.1 Occupancy Information) and shall provide the necessary common area needed for CAAG staff to perform work duties.

5.3 Gila/Pinal WIB shall provide CAAG with 97 net square feet of workspace at Location II - Globe (Section 16.1 Occupancy Information) and shall provide the necessary common area needed for CAAG staff to perform work duties.

5.3 CAAG will reimburse the Gila/Pinal WIB for usage of the workspaces and a percentage of the common areas used by CAAG staff at both locations on a monthly basis.

6.0 PAYMENT REQUIREMENTS

6.1 CAAG shall prepare and issue a payment by the thirtieth (30) day of the month provided that they are in receipt of an invoice from Gila/Pinal WIB. If no invoice has been received by the 15th of the month, CAAG will have 15 working days after receipt of said invoice to issue a payment. The payment shall be submitted to the address shown in Section 7.1.

7.0 NOTICES

7.1 All notices to the Gila/Pinal WIB regarding this Agreement shall be sent to the following address:

Barbara Valencia, Program Manager
Gila County dba Gila/Pinal Workforce Investment Board
5515 South Apache Avenue, Suite 200
Globe, Arizona 85501
Phone: 928-402-8657
Fax: 928-425-9468

7.2 All notices to CAAG regarding this Agreement shall be sent to the following address:

Maxine Brown, Executive Director
CAAG
1075 South Idaho Rd., Suite 300
Apache Junction, AZ 85219
480 474-9300
mleather@caagcentral.org

7.3 The following One Stop Career Center Staff will handle routine non-monetary issues or concerns:

Casa Grande	Marty Clay	520-374-3001
Globe	Barbara Valencia	928-402-8657

7.4 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 above.

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

8.0 NON-DISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE

8.1 CAAG 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. CAAG 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.

8.2 CAAG and Gila/Pinal WIB shall comply with the Americans with Disabilities Act of 1990 (Public Law 101-336) and 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.

8.3 CAAG shall comply with the following:

(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.

9.0 CANCELLATION FOR CONFLICT OF INTEREST

9.1 Pursuant to A.R.S. §38-511, the State, its 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 the

State, its political subdivisions or any department or agency of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State, its political subdivisions or any department or agency of either is, at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or a consultant to any other party to the Contract with respect to the matter of the Contract. A cancellation made pursuant to this provision shall be effective when the Gila-Pinal WIB received written notice of the cancellation, unless the notice specifies a later time.

10.0 AMENDMENTS OR MODIFICATIONS

10.1 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.

10.2 **Exceptions**

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:

1. Change of address.
2. Change of telephone number.
3. Change in authorized signatory.
4. Change in the name and/or address of the person to whom notices are to be sent.
5. Changes in contract related personnel positions of the Gila-Pinal WIB which do not affect staffing rations, staff qualifications or specific individuals required under this contract.

11.0 IT 508 COMPLIANCE

11.1 Unless specifically authorized in the Contract, any electronic or information technology offered to the State of Arizona under this Agreement shall comply with A.R.S. §41-2531 and 2532 and Section 508 o0f 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.

12.0 OCCUPANCY INFORMATION

12.1 **Site Location(s)**

Location I – Casa Grande
Gila-Pinal Workforce Investment Board
1015 E. Florence Boulevard
Casa Grande, Arizona 85222

Location II - Globe
Gila-Pinal Workforce Investment Board
5515 S. Apache Avenue, Suite 200
Globe, Arizona 85501

12.2 **Costs**

CAAG will reimburse Gila County dba Gila/Pinal Workforce Investment Board for their share of the costs associated with co-locating at the above locations (Section 16.1) as per the breakdown in the attached Resource Sharing Agreements (RSA) – Exhibit 1 and Exhibit 2. Exhibit 1 – Globe Location annual costs equals $4.425.92. Exhibit 2 – Casa Grande Location annual costs equals $25,788.00.

12.3 Gila/Pinal WIB shall ensure the interior janitorial services and exterior ground maintenance.

12.4 Gila/Pinal WIB shall ensure maintenance of the structural elements, heating, cooling and other systems of the co-location space/facility.

13.0 TELECOMMUNICATIONS, VOICE/DATA

13.1 The percentage of the communication costs are integrated and are part of CAAG's total monthly charges as agreed to in the RSA. CAAG will not be billed separately for these costs.

13.2 **Voice Communications**

Voice communication adds, moves, or changes are the responsibility of each party. The party requesting the 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**

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

14.2 **Equipment Supplies – Casa Grande**

The equipment supplies use such as paper, toner and maintenance costs are the responsibility of each program.

14.3 **Equipment Supplies – Globe**

The equipment use such as the copy machine(s), printer(s) general supplies such as paper and toner and the maintenance of the equipment costs are integrated into CAAG total monthly charges.

14.4 **Office Supplies – Casa Grande and Globe**

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

15.0 VETERANS' PRIORITY PROVISIONS

15.1 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.

16.0 AMERICANS WITH DISABILITIES ACT

16.1 Both parties to this Agreement shall comply with the Americans' with Disabilities Act of 1990 (P.O. 101-336), and as may be amended.

17.0 COMPLIANCE WITH CIVIL RIGHTS ACT

17.1 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.

18.0 EXHIBITS

18.1 The following list of exhibits constitutes an integral part of subject Agreement:

18.1.1 Exhibit 1 Resource Sharing Agreement for Location I – Casa Grande, Location II - Globe

EXHIBIT I

RESOURCE SHARING AGREEMENT

LOCATION I – CASA GRANDE
1015 E. FLORENCE BOULEVARD
CASA GRANDE, AZ 85037

LOCATION II – GLOBE
5515 S. APACHE AVENUE, SUITE 200
GLOBE, ARIZONA 85501

GILA/PINAL WOKFORCE INVESTMENT AREA RESOURCE SHARING AGREEMENT

OVERVIEW and PURPOSE

This Resource Sharing Agreement (RSA) provides the shared funding arrangements entered into by the partners in the **Gila/Pinal Workforce Investment Area** One-Stop Delivery System serving employers, job seekers and those seeking career advancement **in Gila and Pinal County**. Through this Agreement, as part of the Memorandum of Understanding between **Central Arizona Association of Governments** and **Gila/Pinal Workforce Investment Board**, 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. Effective Date and Term
II. Identification of Shared Costs
III. Resource Sharing Agreement
IV. Modification and Reconciliation Procedures
V. Authority and Signatures

I. Effective Date and Term

This RSA will commence on May 1, 2009 and shall remain self-perpetuating with an amendment clause of 30 days unless the local Workforce Board extends, amends, or terminates it.

II. Identification of Shared Costs

The costs identified as shared are reflected in the budget document shown as Attachment 1 and 2 to this RSA. The following partner organization **Central Arizona Association of Governments** has agreed to provide services through the **Gila/Pinal Counties Comprehensive One-Stop Centers** and to share costs that are mutually beneficial.

III. Resource Sharing Agreement

Each partner hereby agrees to provide the resources necessary to fund their proportionate share of the shared costs as reflected in the Identification of Shared Costs sheet. **Gila County** has the lease on the building and **Central Arizona Association of Governments** makes monthly payments to **Gila County** representing the partner's fair share based on square footage used. The manner in which these resources will be provided is included in the Attachments of this RSA. Each partner agrees to provide additional resources as required to fulfill their proportionate share of common costs.

Partner agencies will develop appropriate schedules for the provision of staff resources, and WIB Staff will also develop the timing and provision of other resources such as office supplies and workshops.

IV. DISPUTE RESOLUTION PROCESS (same as Arizona MOU)

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 local One-Stop Committee within 15 days of the initial dispute.

- The local One-Stop Committee shall evaluate the merits of the dispute and may attempt to resolve the dispute through mediation. However, in all cases, the One-Stop Committee shall prepare a response to the complaint within 30 days.

- If any party to the dispute is not satisfied with the decision of the local One-Stop Committee, the dispute shall be referred to a five person hearing panel, chosen by the parties to the dispute, for resolution. The panel shall be requested to make a determination within 30 days. The decision of the panel shall be final and binding on all parties to the dispute.

V. GENERAL TERMS AND CONDITIONS

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.

Each party agrees to use and honor a Client Information Release as a means for exchanging information about each client. This form will remain private and confidential in the files of the agency serving the client.

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.

Casa Grande One-Stop Location

Allocation Basis	Yrly Cost	Mthly Cost	REPAC Amount	WIB Amount	MANPOWER Amount	EMPLOY. SERVICES Amount	VOC REHAB Amount	CAAG Amount	RE-EMPLOY SERVICES Amount	Amount
Offices	$ 39,921.00	$ 3,326.75	$435.75	$ 183.75	$ 280.00	$ 1,006.25	$350.00	$ 735.00	$ 336.00	$ 3,326.75
										$ -
										$ -
Common Areas	$ 76,818.00	$ 6,401.50	$ 838.25	$ 355.25	$ 539.00	$ 1,935.50	$ 673.75	$ 1,414.00	$ 645.75	$ 6,401.50
TOTAL MONTHLY COST		$ 9,728.25	$ 1,274.00	$ 539.00	$ 819.00	$ 2,941.75	$ 1,023.75	$ 2,149.00	$ 981.75	$ 9,728.25
ANNUAL COSTS	$116,739.00	$116,739.00	$15,288.00	$6,468.00	$9,828.00	$35,301.00	$12,285.00	$25,788.00	$11,781.00	$116,739.00

THIS SPREADSHEET IS BASED ON TOTAL SQUARE FEET PER CAC

TOTAL SQUARE FEET	**5559**
TOTAL OFFICE SQ FEET	**1901**
COMMON AREA	**3658**

COMMON AREAS ONE-STOP	
RESOURCE ROOM	906
INTERVIEW ROOM	125
INTERVIEW/TESTING	147
TESTING	100
ONE-STOP SERVER	45
UNISEX BATHROOM	71
CONFERENCE ROOM	233
RECEPTION	114
HALLWAYS	1004
TOTAL COMMON AREA	2745
CAC AND ONE-STOP	
RECEPTION	631
CAC SERVER	45
RESTROOM	252
BREAK ROOM	264
HALLWAY	381
RESTROOM	253
TOTAL COMMON AREA	1826
TOTAL CAC & ONE-STOP COMMON AREA	913
TOTAL ONE-STOP CA	**2745**
TOTAL ONE-STOP & CAC	**913**
TOTAL COMMON AREA	**3658**

	DEDICATED SQ FT	% DED SQ FT	C. AREA SQ FT
CAAG	420	22%	808
WIB	105	6%	203
REPAC	249	13%	479
MANPOWER	160	8%	308
EMP SER	575	30%	1106
RE-EMPLOY	192	10%	369
VOC REHAB	200	11%	385
TOTAL	1901	100%	3658

Globe One-Stop Location

Shared Resources	Yrly Cost	Mthly Cost	CAP Amount	GEST Amount	WAP/HAP Amount	REPAC Amount	WIB Amount	CAAG Amount	DES Amount
Office Space ($1.10 square ft)	$ 46,620.00	$ 3,885.00	$ 536.00	$ 523.00	$ 858.00	$ 1,287.00	$ 216.00	$ 107.00	$ 358.00
Phones	$ 18,000.00	$ 1,500.00	$ 200.00	$ 200.00	$ 350.00	$ 400.00	$ 50.00	$ 50.00	$ 100.00
Internet Access	$ 10,800.00	$ 900.00	$ 120.00	$ 120.00	$ 210.00	$ 240.00	$ 30.00	$ 30.00	$ 60.00
Copier Maintenance & Supplies	$ 21,600.00	$ 1,800.00	$ 248.40	$ 242.28	$ 397.80	$ 596.70	$ 99.36	$ 49.68	$ 165.78
Receptionist	$ 45,664.00	$ 3,805.33	$ 525.14	$ 512.20	$ 840.98	$ 1,261.47	$ 210.43	$ 104.65	$ 350.47
Janitorial/Security Lighting	$ 10,000.00	$ 833.33	$ 115.00	$ 112.17	$ 184.17	$ 276.25	$ 46.08	$ 22.92	$ 76.75
Fax Line & Supplies	$ 2,000.00	$ 166.67	$ 23.00	$ 22.43	$ 36.83	$ 55.25	$ 9.22	$ 4.58	$ 15.35
Monthly's Costs		$ 12,890.33	$ 1,767.54	$ 1,732.08	$ 2,877.78	$ 4,116.67	$ 661.09	$ 368.83	$ 1,126.35
Annual Costs	$154,684.00	$154,684.00	$21,210.43	$20,784.93	$34,533.34	$49,400.02	$7,933.14	$4,425.92	$13,516.21

TOTAL COMMON AREA	1792
TOTAL OFFICE SPACE	1738
TOTAL	3530

COMMON AREAS ONE STOP	
CONFERENCE ROOM	796
RECEPTION	189
BATHROOM-PUBLIC	62
BATHROOM-PRIVATE	170
SERVER ROOM	214
RESOURCE ROOM	321
TELEPHONE ROOM	40
TOTAL COMMON AREA	**1792**

	DEDICATED SQ FT.	% DED. SQ. FT.	C. AREA SQ. FT
CAAG	48	2.75%	49
WIB	96	5.53%	100
REPAC	576	33.15%	594
HAP/WAP	384	22.10%	396
GEST	234	13.46%	241
DES	160	9.21%	165
CAP	240	13.80%	247
TOTAL	1738	100.00%	1792