

## INTERGOVERNMENTAL AGREEMENT

**This Intergovernmental Agreement (“Agreement”) is between the Town of Superior and Gila County dba Gila/Pinal Workforce Investment Board (“Gila County”).**

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

**WHEREAS** the Town of Superior 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 Agreement.

**THEREFORE** the Town of Superior and Gila County 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.

### **1.0 Purpose of Agreement**

The purpose of this Agreement is to establish local Access Points in different areas throughout Gila and Pinal Counties. Under the Workforce Investment Act, the “Access Point” model consists of local entities/organizations and/or businesses where job search services can be provided, assisted by trained individuals who connect them to the Arizona Job Connection website.

Access Points are places where people can go to look for jobs, assisted by trained individuals who connect them to the One-Stop System via computer and direct referrals. The Town of Superior will provide job seekers free access to a computer with internet access to further their job search. Job seekers can apply for jobs, create or update cover letters and resumes, apply for public assistance programs, and get connected with a One-Stop Center – all in one convenient location, and close to home.

### **2.0 Term of Agreement**

- 2.1 This Agreement shall have an effective date of December 1, 2014 and end June 30, 2015.
- 2.2 Either party may terminate the Agreement by providing thirty (30) days prior written notice to the other party.
- 2.3 The indemnification provisions of this Agreement shall survive the termination of the Agreement.

### **3.0 Gila County agrees to provide Town of Superior with:**

- 3.1  Access to employment resources;
- 3.2  Training to help job jobseekers with job search;
- 3.3  Personal contacts in and connections to the One-Stop Centers, staff and key partners;
- 3.4  Inspection of the locations and signage for location;
- 3.5  Training of staff to help job seekers with job search activities;
- 3.6  Equipment maintenance;
- 3.7  Access Point signage; and
- 3.8  Laptop computer, printer, and one case of paper.

**4.0 Equipment/Budget**

- 4.1 All equipment purchased with Workforce Investment Act funds shall remain the property of Gila County.
- 4.2 Town of Superior and Gila County each agree to maintain a budget for their respective obligations under this Agreement.

**5.0 Town of Superior agrees to:**

- 5.1  Host a publicly accessible Access Point consisting of a computer with internet access and Point of Contact trained by workforce system staff;
- 5.2  Help job seekers as needed and staff availability;
- 5.3  Publicize job seeker services to the Access Point's community;
- 5.4  Send staff to initial training;
- 5.5  Submit sign-in sheets monthly to document activities;
- 5.6  Assures that it will take reasonable precautions to ensure hardware, software, and/or other equipment remain secure and in good repair;
- 5.7  Agrees to abide by all applicable federal, state and local laws; and
- 5.8  Refer customers to the One-Stop and supportive services as needed.

**6.0 Indemnification**

The parties agree that to the extent permitted by law, each party shall indemnify, defend, and save the other party harmless, including any of the party's departments, agencies, officers, employees, elected officials or agents, from and against all loss, expense, damage or claim of any nature whatsoever which is caused by any activity, condition or event arising out of the performance or nonperformance in whole or in part by the indemnifying party of any of the provisions of this Agreement. Each party hereby indemnifies the other party against all liability, losses and damages of any nature for or on account of any injuries or death of persons or damages to or destruction of property arising out of or in any way connected in whole or in part with the performance or nonperformance of this Agreement, except such injury or damage as shall have been occasioned solely by the negligence of that other party. The damages which are the subject of this indemnity shall include but not be limited to the damages incurred by any party, their departments, agencies, officers, employees, elected officials or agents shall include in the event of an action, court costs, expenses for litigation and reasonable attorney's fees.

**7.0 NON-DISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE**

- 7.1 Town of Superior and Gila County 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. Entity 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.
- 7.2 Town of Superior and Gila County 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.

- 7.3 Town of Superior and Gila County 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.

## **8.0 CANCELLATION FOR CONFLICT OF INTEREST**

- 8.1 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 Agreement on behalf of the State, 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 pursuant to A.R.S. §38-511, unless the notice specifies a later time.

## **9.0 AMENDMENTS OR MODIFICATIONS**

- 9.1 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.

## **10.0 VETERANS' PRIORITY PROVISIONS**

- 10.1 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 of 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.

**11. MISCELLANEOUS PROVISIONS**

- 11.1 This Agreement shall not be construed to imply authority to perform any tasks or accept any responsibility not expressly set forth herein.
- 11.2 All notices or demands required under this Agreement from either party to the other shall be in writing and shall be deemed to have been given when the notice is delivered in person or deposited in a U.S. mailbox in a postage prepaid envelope addressed as follows:

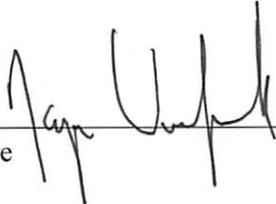
Town of Superior  
199 N. Lobb Street  
Superior, Arizona 85173

Gila County  
Malissa Buzan, Community Services Director  
5515 S. Apache Avenue  
Suite 200  
Globe, AZ 85501

- 11.3 This Agreement is nonassignable in whole or in part by either party hereto without the written consent of both parties.
- 11.4 This Agreement shall inure solely to the benefit of Town of Superior and Gila County, and shall create no rights in any other person or entity.
- 11.5 To the extent applicable under A.R.S. §44-4101, each party and its subcontractors warrants its compliance with all federal immigration laws and regulations that relate to their respective employees and their compliance with E-verify requirements under A.R.S. §23-214(A). A breach of the above-mentioned warranty by any party or its subcontractor shall be deemed a material breach of the Agreement and may result in the termination of this Agreement by the non-breaching party. Each party retains the legal right to randomly inspect the papers and records of the other party or its subcontractor's employees who work on the Agreement to ensure that the party or its subcontractor are complying with the above-mentioned warranty.
- 11.6 Pursuant to A.R.S. §35-391.06 and §35-393.06, each party certifies that it does not have a scrutinized business operation in Sudan or Iran. For the purpose of this Section, the terms "scrutinized business operations" shall have the meanings set forth in A.R.S. §35-391 and §35-393, as applicable. If any party determines that the other party submitted a false certification, that party may impose remedies as provided by law including termination of this Agreement.
- 11.7 In the event of any controversy which may arise out of this Agreement, the parties agree to abide by required arbitration as set forth in A.R.S. §12-1518. In addition to the forgoing, a party may file a complaint at any time to seek a preliminary injunction or other provisional judicial relief, if, in its sole judgment, such action is necessary to protect and preserve the rights of the party.

FOR AND ON BEHALF OF

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

Signature 

Signature

Jayme Valenzuela  
Printed Name

Michael A. Pastor  
Printed Name

Town of Superior Mayor  
Title

Chairman, Gila County Board of Supervisors  
Title

11/20/14  
Date

Date

APPROVED AS TO FORM

APPROVED AS TO FORM



Bryan B. Chambers, Deputy Attorney Principal

11/20/14  
Date

Date

ATTEST:

ATTEST



Marian Sheppard, Clerk of the Board

11/20/14  
Date

Date