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DEC 15 2011



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Chandler



2010

**MEMORANDUM**

**Community Services - Council Memo No. CS12-071**

**DATE:** DECEMBER 15, 2011

**TO:** MAYOR AND COUNCIL

**THRU:** RICH DLUGAS, CITY MANAGER *RD*  
MARK M. EYNATTEN, COMMUNITY SERVICES DIRECTOR *ME*

**FROM:** BRENDA BROWN, LIBRARY MANAGER *BB*

**SUBJECT:** RESOLUTION NO. 4555, AUTHORIZING APPROVAL OF THE FIRST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT (IGA) BETWEEN THE CITY OF CHANDLER AND MARICOPA COUNTY, ADMINISTERED BY ITS HUMAN SERVICES DEPARTMENT, EXTENDING THE TERM OF THE AGREEMENT FOR THE ONE-STOP CAREER CENTER LOCATED AT THE CITY OF CHANDLER PUBLIC LIBRARY, 22 SOUTH DELAWARE STREET, CHANDLER, ARIZONA FROM DECEMBER 31, 2011 THROUGH DECEMBER 30, 2013

**RECOMMENDATION:** Staff recommends approval of Resolution No. 4555, authorizing approval of the First Amendment to the Intergovernmental Agreement (IGA) between the City of Chandler and Maricopa County, administered by its Human Services Department, extending the term of the agreement for the One-Stop Career Center located at the City of Chandler Public Library, 22 South Delaware Street, Chandler, Arizona from December 31, 2011 through December 30, 2013.

**BACKGROUND/DISCUSSION:** Resolution No. 4555, approved by City Council on August 19, 2010, initiated the creation of a One-Stop Career Center at the City of Chandler Public Library, 22 South Delaware Street. The One-Stop Career Center Program is provided and operated through Maricopa Workforce Connections under the Workforce Investment Act of 1998. The One-Stop Career Centers provide an integrated one-stop service delivery for employers, job seekers, and individuals seeking career advancement in Maricopa County. Since its inception, the Career Center has had more than 1,500 logged visits by job seekers in the community. The success of the job search services in assisting job seekers write resumes, research specific occupations, search newly-released job postings, fill out on-line applications, and brush up on interviewing skills, is instrumental in providing local access to employment resources that would otherwise not be readily available to Chandler residents. The First Amendment extends the existing IGA for a two year period in accordance with Section 10 of the IGA.

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**FINANCIAL IMPACT:** None

**PROPOSED MOTION:** Move that Council approve Resolution No. 4555 approving the First Amendment to the Intergovernmental Agreement (IGA) between the City of Chandler and Maricopa County, administered by its Human Services Department, extending the term of the Agreement for the One-Stop Career Center located at the City of Chandler Public Library, 22 South Delaware Street, Chandler, Arizona from December 31, 2011 through December 30, 2013.

Attachments: Resolution No. 4555  
Intergovernmental Agreement

**RESOLUTION NO. 4555**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA APPROVING THE FIRST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT (IGA) BETWEEN THE CITY OF CHANDLER AND MARICOPA COUNTY, ADMINISTERED BY ITS HUMAN SERVICES DEPARTMENT, FOR THE ONE-STOP CAREER CENTER LOCATED AT THE CITY OF CHANDLER PUBLIC LIBRARY, 22 SOUTH DELAWARE STREET, CHANDLER ARIZONA FROM DECEMBER 31, 2011 THROUGH DECEMBER 30, 2013

WHEREAS, the City of Chandler wants to extend the operation of the One-Stop Career Center located at the City of Chandler Public Library, 22 South Delaware Street, Chandler, Arizona, from December 31, 2011 through December 30, 2013, and;

WHEREAS, all entities desire to enter into the Intergovernmental Agreement to extend the term of the Agreement for the One-Stop Career Center located at the City of Chandler Public Library, 22 South Delaware Street, Chandler, Arizona.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Chandler, Arizona hereby approves the First Amendment to the Intergovernmental Agreement between the City of Chandler and Maricopa County, administered by its Human Services Department, and authorizes the Mayor to sign the agreement.

PASSED AND ADOPTED BY THE City Council of the City of Chandler, Arizona, this \_\_\_\_ day of \_\_\_\_\_, 2011.

ATTEST:

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
MAYOR

**CERTIFICATION**

I HEREBY CERTIFY that the above and foregoing Resolution No. 4555 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the \_\_\_\_ day of \_\_\_\_\_, 2011 and that a quorum was present thereat.

APPROVED AS TO FORM

\_\_\_\_\_  


CITY ATTORNEY

INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
MARICOPA COUNTY  
ADMINISTERED BY ITS  
HUMAN SERVICES DEPARTMENT  
AND  
CITY OF CHANDLER  
C·22·11·027·3·00

**1.0 PARTIES**

- 1.1 This Intergovernmental Agreement (IGA or Agreement) between the City of Chandler (hereafter referred to as the Access Point) and Maricopa County (hereafter referred to as the County), administered by its Human Services Department, Maricopa Workforce Connections (hereafter referred to as MWC). Maricopa County and the City of Chandler are authorized to enter into this IGA under A.R.S. § 11-952 *et seq.*

**2.0 BACKGROUND**

- 2.1 MWC operates two One-Stop Career Centers under the Workforce Investment Act (WIA) of 1998. The One-Stop Career Centers provide an 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).
- 2.2 In 2002, the U.S. Department of Labor (USDOL) invested in pilot programs to increase universal access to the One-Stop Career Center System, by building partnerships between faith-based and community organizations (FBCOs) and Workforce Investment Areas (WIA). The Access Point model emerged from these pilot programs. The Access Points model consists of locations where job seekers can go in their own neighborhoods or communities to look for jobs. MWC has established the SHARE Network Access Point program. MWC will work with FBCOs to establish Access Points throughout Maricopa County.

**3.0 PURPOSE**

- 3.1 Access Point trained individuals will provide job seekers with assistance by connecting them to the One-Stop system via computer. Job seekers will be provided referrals to the One Stop Career Centers for more intensive services if needed.
- 3.2 This IGA outlines the responsibilities of each organization to provide job search services to program participants under the Maricopa Workforce Connections SHARE Network Access Point program.

**4.0 RESPONSIBILITIES OF ORGANIZATIONS**

- 4.1 **Access Point will be responsible for:**
- 4.1.1 Providing facility space to host a community accessible SHARE Network Access Point;

- 4.1.2 Ensuring facility has the following resources to assist job seekers;
    - 4.1.2.1 At least one computer/with internet access
    - 4.1.2.2 WinWay Resume Software
    - 4.1.2.3 Printer
    - 4.1.2.4 Copier
    - 4.1.2.5 Shredder or Secure Trash Can
    - 4.1.2.6 Fax machine
    - 4.1.2.7 Phone/LAN line
    - 4.1.2.8 Community Voice-mail (*optional*)
  - 4.1.3 Ensuring staff/volunteers complete initial One-Stop training prior to the official opening of the Access Point location. Training may be conducted at the MWC One-Stop Career Centers by MWC staff or on site at the Access Point location and will include an overview of the One-Stop Career Center integrated one-stop service delivery system. Staff/volunteers must attend/participate in the following workshops:
    - 4.1.3.1 Center Orientation;
    - 4.1.3.2 Resume Instruction;
    - 4.1.3.3 Resume Writing Lab;
    - 4.1.3.4 Interview Techniques;
    - 4.1.3.5 Job Search in the 21<sup>st</sup> Century;
    - 4.1.3.6 Front-end training/Introduction to One-Stop Career Center employees/partner staff; and
    - 4.1.3.7 Introduction to WIA;
  - 4.1.4 Ensuring staff/volunteers participate in on-going training, as needed;
  - 4.1.5 Ensuring staff/volunteers are available to assist participants with job search activities and refer to MWC Career Centers, if needed;
  - 4.1.6 Ensuring customers complete Virtual One-Stop registration during first visit;
  - 4.1.7 Ensuring required federal and state Labor Laws are posted in the Access Point location (i.e., EEO; OSHA; Federal Wage; Employment Eligibility; Employee Rights & Responsibilities Under the Family Medical Leave Act; Americans with Disabilities Act; Arizona Workers Compensation Law; Faith Based and Community Initiative – Equal Opportunity, Religious Liberty and the Workforce Investment System);
  - 4.1.8 Ensuring office supplies/resources are available for participants as needed;
  - 4.1.9 Ensuring current MWC One Stop Career Centers workshop schedules/literature are posted and distributed as needed; and
  - 4.1.10 Maintaining customer sign-in sheets and provide to MWC staff on a monthly basis.
- 4.2 **MWC will be responsible for:**
- 4.2.1 Providing a minimum of 18 hours of initial training to Access Point volunteer/paid staff before the official opening of the Access Point location. Trainings will be conducted at the MWC One-Stop Career Centers and will include;

- 4.2.1.1 Center Orientation;
- 4.2.1.2 Resume Instruction;
- 4.2.1.3 Resume Writing Lab;
- 4.2.1.4 Interview Techniques;
- 4.2.1.5 Job Search in the 21<sup>st</sup> Century;
- 4.2.1.6 Front-end training/Introduction to One-Stop Career Center employees/partner staff;
- 4.2.1.7 Introduction to WIA; and

- 4.2.2 Providing on-going training to Access Point staff/volunteers, as needed;
- 4.2.3 Conducting quarterly monitoring visits to Access Points to ensure program compliance;
- 4.2.4 Providing current contact information to include: MWC staff directories, other Access Points, and additional information as required

**5.0 LOCATION WHERE SERVICES WILL BE PROVIDED**

- 5.1 City of Chandler Library  
22 S. Delaware St.  
Chandler, 85225

**6.0 LIFE OF THE IGA:**

- 6.1 This IGA shall be effective upon signature by both parties and will expire on December 31, 2011.
- 6.2 This IGA is subject to termination in accordance with the provisions of A.R.S. §§ 38-511.
- 6.3 Either party may terminate this IGA 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). Such notice shall be given by personal delivery or by Registered or Certified mail.
- 6.4 This IGA may be terminated by mutual written agreement of the parties specifying the termination date therein.

**7.0 FUNDING**

- 7.1 This IGA is a non-financial agreement.

**8.0 AVAILABILITY OF FUNDS:**

- 8.1 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 the recipient of WIA funds.
- 8.2 Should the State Legislature enter back into session and reduce the appropriations for any reason and these goods or services are not funded, County and/or Access Point 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 IGA.

**9.0 AMENDMENTS:**

- 9.1 Any changes to this IGA shall be carried out in accordance with the following:
  - 9.1.1 A written amendment, signed by both parties, to this IGA shall be required for every standard purpose listed below and all other purposes;
  - 9.1.2 Whenever the IGA period is lengthened and/or shortened;
  - 9.1.3 For any other changes in terms and conditions of this IGA which the parties deem substantial.

**10.0 AGREEMENT RENEWAL**

- 10.1 This Agreement may be extended by a written amendment for three twelve-month periods, or portions thereof, at the concurrence of both parties. After the final extension period, the parties can enter into a new Agreement, if desired. Both parties shall meet 90 days prior to the Agreement termination to determine if the Agreement will be renewed and any programmatic changes to be made at time of renewal.

**11.0 NOTICES:**

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

**MWC:**  
Patrick Burkhart, Assistant Director  
Maricopa County Human Services Department  
234 N. Central, Suite 3000  
Phoenix, AZ 85004  
602-506-4146  
BURKHARTP@mail.maricopa.gov

**Access Point:**  
Kris Sherman, Assistant Library Manager  
Chandler Public Library  
City of Chandler  
22 S. Delaware St.  
Chandler, AZ 85225  
480-782-2818  
kris.sherman@chandleraz.gov

**12.0 EMPLOYMENT DISCLAIMER**

- 12.1 This IGA 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 IGA.
- 12.2 The parties agree that no individual performing under this IGA on behalf of the Access Point 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. The Access Point 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, if applicable, concerning such individuals and shall save and hold the County harmless with respect thereto.

**13.0 SAFEGUARDING OF PARTICIPANT INFORMATION**

- 13.1 The use or disclosure by any party of any information concerning an applicant for, or recipient of, service under this IGA is directly limited to the conduct of this IGA. Access Point and its

agents shall safeguard the confidentiality of this information, just as it would safeguard its own confidential information. Access Point shall include a clause to this effect in all subcontracts.

**14.0 GENERAL INDEMNIFICATION**

- 14.1 Each party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorneys' fees) (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 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.

**15.0 COMPLIANCE WITH APPLICABLE LAWS**

- 15.1 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. Specifically, the following apply:

- 15.2 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.

- 15.3 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. MWC is directed to notify the Director of the Civil Rights Center, United States Department of Labor of any administrative enforcement and/or lawsuits.

Ramón Suris-Fernández, Esq. Civil Rights Center (CRC), Director  
U.S. Department of Labor  
200 Constitution Avenue NW Room N-4123  
Washington, DC 20210  
Phone: 202-693-6500 Fax: 202-693-6505 TTY: 202-693-6516

- 15.4 Access Point warrants that it is in compliance with A.R.S. § 41-4401 and further acknowledges:

- 15.4.1 That Access Point 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;

15.4.2 That a breach of a warranty under subsection 15.4.1 above, shall be deemed a material breach of this IGA that is subject to penalties up to and including termination of the IGA;

15.4.3 That the contracting government entity retains the legal right to inspect the papers of any contractor or subcontractor employee who works on this IGA to ensure that the Access Point or subcontractor is complying with the warranty provided under subsection 15.4.1 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;

15.4.4 That nothing herein shall make Access Point or its subcontractors agents or employees of the contracting government entity.

**16.0 CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY AND VOLUNTARY EXCLUSION**

16.1 Access Point certifies to the best of its knowledge and belief, that it and its directors, officers and agents:

16.1.1 Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

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

16.1.3 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 16.1.2; and

16.1.4 Have not within a three-year period had one or more public transactions (Federal, State, or local) terminated for cause or default.

**17.0 FEDERAL IMMIGRATION AND NATIONALITY ACT**

17.1 Access Point understands and acknowledges the applicability of the Immigration Reform and Control Act of 1986 (IRCA). Access Point agrees to comply with the IRCA in performing under this IGA and to permit County inspection of personnel records to verify such compliance.

17.2 By entering into this IGA, 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 IGA. 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 IGA. I-9 forms are available for download at USCIS.GOV.

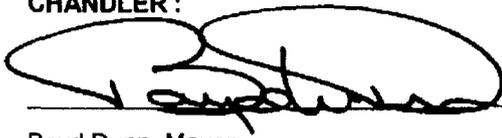
17.3 The County may request verification of compliance for any Access Point or subcontractor performing work under the IGA. Should the County suspect or find that the Access Point or any of its subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the IGA for default, and suspension and/or debarment of the Access Point. All costs necessary to verify compliance are the responsibility of the Access Point.

**18.0 CONTRACTOR COMPLIANCE WITH A.R.S. §§35-391.06 AND 35-393.06 (BUSINESS RELATIONS WITH SUDAN AND IRAN):**

18.1 By entering into the IGA, Access Point certifies it does not have scrutinized business operations in Sudan or Iran. Access Point shall obtain statements from its subcontractors, involved with this IGA, certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the IGA.

18.2 MWC may request verification of compliance from Access Point or its subcontractors performing work under this IGA. Should the County suspect or find that Access Point 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 IGA for default, and suspension and/or debarment of Access Point. All costs necessary to verify compliance are the responsibility of Access Point.

**FOR AND ON BEHALF OF CITY OF CHANDLER :**



Boyd Dunn, Mayor

8/23/10  
Date

Attested to:

  
City Clerk

**FOR AND ON BEHALF OF MARICOPA COUNTY:**

  
Chairman, Board of Supervisor

SEP 15 2010  
Date

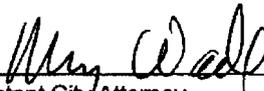
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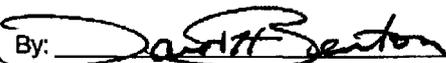
  
Fran McCarroll, Clerk of the Board

This IGA has been reviewed by the undersigned Legal Counsel for Maricopa County and City of Chandler Attorney who have determined that it is in proper form and within the power and authority granted under the laws of the State of Arizona.

This 23 day of August, 2010

This 15 day of Sept, 2010

By:   
Assistant City Attorney

By:   
Legal Counsel for Maricopa County

AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN MARICOPA COUNTY ADMINISTERED BY ITS HUMAN SERVICES DEPARTMENT AND CITY OF CHANDLER

- I. The purpose of Amendment #1 is to extend the term of the Intergovernmental Agreement from December 31, 2011 to December 31, 2013.
II. The foregoing paragraph contains 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 CITY OF CHANDLER :

FOR AND ON BEHALF OF MARICOPA COUNTY:

Jay Tibshraeny, Mayor

Andrew Kunasek
Chairman Board of Supervisor

Date

Date

Attested to:

Attested to:

City Clerk

Fran McCarroll, Clerk of the Board

This Amendment has been reviewed by the undersigned Attorneys who have determined that it is in proper form and within the power and authority granted under the laws of the State of Arizona.

This \_\_\_ day of \_\_\_, 2011

This \_\_\_ day of \_\_\_, 2011

By: Assistant City Attorney

By: Deputy County Attorney