

# CITY COUNCIL REPORT



Meeting Date: June 25, 2024  
General Plan Element: ***Public Services & Facilities***  
General Plan Goal: ***Partner with other jurisdictions and agencies***

## **ACTION**

Adopt Resolution No. 13087 to authorize:

1. Acceptance of Intergovernmental Agreement No. 2023-075-COS-A1 between the City of Scottsdale and Maricopa County to share costs for workforce development services at Vista del Camino Community Center.
2. A budget transfer of up to \$56,762 from the adopted FY 2024/25 Future Grants Budget and/or Grant Contingency budget to a grant cost center to record the related grant activity.

## **BACKGROUND**

The City of Scottsdale, (City), and Maricopa County, (County), began informally providing career-related services at Vista del Camino in 1998 to meet a need for residents seeking crisis assistance while unemployed or under-employed. The City Council adopted Resolution No. 7607 on July 27, 2008 which established the formal relationship between the City and the County to operate and jointly manage the Vista del Camino Career Center.

The cooperative relationship between the City and County had several contractual iterations. The 2020 contract enabled the City to integrate a full time County Workforce Development Coordinator (CWDC) position at Vista del Camino. This position provides additional support to the Career Center through professional case management, training, production of career fairs, and supplying Workforce Innovation and Opportunity Act (WIOA) funding opportunities for job seekers.

The Vista del Camino Career Center is the only full-service career center in Scottsdale, and the mid-point in the valley for career services between the East Valley Career Center in Gilbert and the West Valley Career Center in west Phoenix.

As clients seek social services support, Vista del Camino Career Center provides an avenue for departure from dependence on financial assistance to a path for self-sufficiency. Services range from initial assessment, resumes creation/review and some participants with more intensive services. The Career Center also provides job searching, resume writing workshops, computer classes, interviewing skills classes and financial literacy programs.

## ANALYSIS & ASSESSMENT

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As emergency COVID funding returns to normal levels and with housing costs on the rise, the need for assistance in securing living wage employment will necessarily increase for Vista social services clientele. Extending this IGA to provide comprehensive job search, case management, employment skills, and financial literacy will assist job seekers with this transition. In addition, Vista del Camino's Career Center staff will continue to work with local businesses to introduce appropriate candidates for employment vacancies.

Scottsdale's partnership with Maricopa County Workforce Development provides comprehensive, professional employment services for 50% of the total cost. If approved, this IGA will be effective until June 30, 2025 with the option of an additional one-year extension.

## RESOURCE IMPACTS

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### Available funding

The FY 2024/25 adopted budget includes sufficient Future Grants and/or Grant Contingency budget for this action. Dedicated SRP-MIC grant funds will support the city's shared responsibility for the County Workforce Development Coordinator position in the amount of \$56,762 or 50% of the annual cost of \$113,524.

### Staffing, Workload Impact

No additional staff is required for the administration of this agreement.

## OPTIONS & STAFF RECOMMENDATION

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### Option A - Recommended Approach

Adopt Resolution No. 13087 to authorize:

1. Acceptance of Intergovernmental Agreement No. 2023-075-COS-A1 between the City of Scottsdale and Maricopa County to share costs for workforce development services at Vista del Camino Community Center.
2. A budget transfer of up to \$56,762 from the adopted FY 2024/25 Future Grants Budget and/or Grant Contingency budget to a grant cost center to record the related grant activity.

### Option B

Do not adopt Resolution 13087 authorizing Intergovernmental Agreement No. 2023-075-COS-A1 between City of Scottsdale and Maricopa County to share costs for workforce development services at Vista del Camino Community Center. This will result in the discontinuation of the city's support of the Maricopa County workforce development services partnership.

## RESPONSIBLE DEPARTMENT(S)

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Community Services Division, Human Services Department

## STAFF CONTACTS (S)

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Deanna Owens, Human Services Manager, 480-312-0018, Dowens@ScottsdaleAZ.gov

Kira Peters, Human Services Director, 480-312-0104, KiPeters@ScottsdaleAZ.gov

## APPROVED BY

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\_\_\_\_\_  
Ana Lia Johnson, Acting Budget Director  
480-312-7893, AnJohnson@ScottsdaleAZ.gov

3/20/2024  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Judy Doyle, Community Services Assistant Executive Director  
480-312-2691, JDoyle@ScottsdaleAZ.gov

3.21.2024  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
William B. Murphy, Assistant City Manager  
480-312-7594, BMurphy@ScottsdaleAZ.gov

4/11/2024  
\_\_\_\_\_  
Date

## ATTACHMENTS

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1. Resolution No. 13087
2. Intergovernmental Agreement No 2023-075-COS-A1

RESOLUTION NO. 13087

A RESOLUTION OF THE COUNCIL OF THE CITY OF SCOTTSDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AMENDMENT OF TERMS AND ONE YEAR EXTENSION OF INTERGOVERNMENTAL AGREEMENT NO. 2023-075-COS-A1 WITH MARICOPA COUNTY FOR PAYMENT OF FUNDS TO SHARE COSTS FOR WORKFORCE DEVELOPMENT AT VISTA DEL CAMINO COMMUNITY CENTER.

WHEREAS, Arizona Revised Statutes Sections 11-951, *et seq.* provide that public agencies may enter into intergovernmental agreements for the provision of services or joint or cooperative action;

WHEREAS, Article 1, Section 3-1 of the Scottsdale City Charter authorizes the City to enter into intergovernmental agreements with various public agencies including Maricopa County;

WHEREAS, the on June 27, 2023 Council approved Resolution No. 12840 authorizing an intergovernmental agreement with Maricopa County to share costs for workforce development at the Vista Del Camino Community Center;

WHEREAS, the City and Maricopa County entered into Contract No. 2023-075-COS an Intergovernmental Agreement (IGA) on July 20, 2023 to share the costs of workforce development at the Vista Del Camino Community Center;

WHEREAS, the City desires to modify the IGA to: (1) authorize the first one year extension; (2) update the funding amount so that the County and the City will each provide fifty percent of the annual cost of \$113,524 for a County workforce development coordinator position; (3) add force majeure language; and (4) modify the payment schedule.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Scottsdale, Maricopa County, Arizona, as follows:

Section 1. The City Council hereby authorizes and directs the Mayor to execute Contract No. 2023-075-COS-A1, an intergovernmental agreement with Maricopa County for payment of 50% of the annual cost of the County workforce development coordinator position in the amount of \$56,762, a one year extension, and other miscellaneous modifications.

Section 2. The City Council hereby authorizes the City Manager or designee to execute such other documents or take such other actions necessary to carry out the intent of this resolution and contract.

Section 3. The City Council hereby authorizes a budget transfer of up to \$56,762 from the adopted FY 2024/25 Future Grants Budget and/or Grant Contingency budget to a grant cost center to record the related grant activity.

PASSED AND ADOPTED by the Council of the City of Scottsdale, Maricopa County, Arizona this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

CITY OF SCOTTSDALE, an Arizona  
municipal corporation

ATTEST:

\_\_\_\_\_  
Ben Lane, City Clerk

\_\_\_\_\_  
David D. Ortega, Mayor

APPROVED AS TO FORM:

  
Sherry R. Scott, City Attorney  
By: Karen Tyler, Senior Assistant City Attorney

AMENDMENT NO. 1  
TO THE  
INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
MARICOPA COUNTY  
ADMINISTERED BY ITS  
HUMAN SERVICES DEPARTMENT  
AND  
CITY OF SCOTTSDALE

- I. Maricopa County (the "County"), administered by its Human Services Department, and the City of Scottsdale ("City") entered into a financial Intergovernmental Agreement ("Agreement") to integrate the County's workforce development system into the City's social and community services resource network. The Agreement was fully executed on or about July 20, 2023. Under the Agreement, the City provides funds to the County for program service delivery. The Agreement term is July 1, 2023, through June 30, 2024. The Agreement may be extended for two (2) additional one-year terms, provided the City is in compliance with the terms and conditions of the Agreement. The County and the City collectively are referred to as the "Parties."
- II. The Parties now agree to enter into this Amendment No. 1 to amend the Agreement as follows:
- A. Extend the Agreement termination date from July 1, 2024, through June 30, 2025. (1<sup>st</sup> renewal option)
- B. Revise Section 6.0 (FUNDING), by adding the following subsection:  
6.2.2 For the period of July 1, 2024 through June 30, 2025, an amount not to exceed \$56,762;
- C. Revise Section 8.0 (PAYMENTS), by removing subsection 8.1 in its entirety and replace with the following:  
8.1 Subject to ongoing review and possible modifications during the term or terms of this Agreement, the City shall pay the County based on the County submitting a quarterly invoice. The City shall prepare and issue payment within 30 calendar days of receipt of the invoice, except for the last month of each fiscal year for which the City shall submit payment by July 5th of each year. Payments shall be submitted to the Department's Finance Division at the address 234 North Central Avenue, Phoenix, Arizona 85004.
- D. Add the following Sections to the Agreement:

**30.0 FORCED LABOR OF ETHNIC UYGHURS**

To the extent applicable under A.R.S. § 35-394, the City warrants and certify that they do not currently and agree that they will not use for the duration of this Agreement the forced labor, any goods or services produced by the forced labor, or any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If the City becomes aware that they are not in compliance with this paragraph,

they shall notify the County of the noncompliance within five business days of becoming aware of it. If the City fails to provide a written certification that they have remedied the noncompliance within 180 days after that, this Agreement shall terminate unless the termination date of this Agreement occurs before the end of the remedy, in which case this Agreement terminates on its termination date.

**31.0 PROVISIONS REQUIRED BY LAW**

Each and every provision of law and any clause required by law to be in this Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, this Agreement will promptly be physically amended to make such insertion or correction.

**32.0 FORCE MAJEURE**

32.1 Neither Party shall be liable for failure of performance, nor incur any liability to the other Party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement if such delay or failure is caused by events, occurrences, or causes beyond the reasonable control and without negligence of the Parties. Such events, occurrences, or causes will include Acts of God/Nature (including fire, flood, earthquake, storm, hurricane, or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, riots, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, lockout, blockage, embargo, labor dispute, strike, pandemic, and interruption or failure of electricity or telecommunication service.

32.2 Each Party, as applicable, shall give the other Party notice of its inability to perform and particulars in reasonable detail of the cause of the inability. Each party must use best efforts to remedy the situation and remove, as soon as practicable, the cause of its inability to perform or comply.

32.3 The Party asserting Force Majeure as a cause for non-performance shall have the burden of proving that reasonable steps were taken to minimize delay or damages caused by foreseeable events, all non-excused obligations were substantially fulfilled, and the other Party was timely notified of the likelihood or actual occurrence that would justify such an assertion, so that other prudent precautions could be contemplated.

- III. Under A.R.S. §38-511, the County may cancel this Agreement without penalty of further obligation within three years after execution of this Agreement if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement on behalf of the County is, at any time while this Agreement or any extension is in effect, an employee or agent of any other party to the Agreement in any capacity or consultant to any other party of this Agreement with respect to the subject matter of this

- IV Section II above contains all the changes made by this Amendment No. 1. All other terms and conditions of the original Agreement shall remain the same and in full force and effect as approved.
- V. The Parties have authorized the undersigned to execute this Amendment No. 1 on their behalf, and it shall be effective upon approval and signature by both Parties.

IN WITNESS, the Parties have approved and signed this Amendment No. 1:

**FOR MARICOPA COUNTY:**

\_\_\_\_\_  
Jack Sellers, Chairman Date  
Board of Supervisors

Attestation:

\_\_\_\_\_  
Juanita Garza, Clerk of the Board Date

IN ACCORDANCE WITH A.R.S. §§ 11-201, 11-251, AND 11-952, THIS AMENDMENT NO. 1 HAS BEEN REVIEWED BY THE UNDERSIGNED ATTORNEY WHO HAS DETERMINED IT IS PROPER IN FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO MARICOPA COUNTY UNDER THE LAWS OF THE STATE OF ARIZONA.

APPROVED AS TO FORM:

\_\_\_\_\_  
Deputy County Attorney Date



**FOR THE CITY OF SCOTTSDALE:**

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David D. Ortega, Mayor

Date

Attestation:

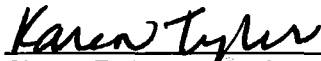
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Ben Lane, City Clerk

Date

IN ACCORDANCE WITH A.R.S. §§ 9-240 AND 11-952, THIS AMENDMENT NO. 1 HAS BEEN REVIEWED BY THE UNDERSIGNED ATTORNEY WHO HAS DETERMINED IT IS PROPER IN FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO THE CITY OF SCOTTSDALE UNDER THE LAWS OF THE STATE OF ARIZONA.

APPROVED AS TO FORM:



Sherry R. Scott, City Attorney

Date

By: Karen Tyler, Senior Assistant City Attorney

**ATTACHMENT A****ITEMIZED SERVICE BUDGET**

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

CONTRACT SERVICE: Arizona@Work Workforce Development

<i>City of Scottsdale shared cost is 50% of FTE</i>	12-Month Agreement Cost	MCHSD Cost	City of Scottsdale Cost
Total Personnel - 1 FTE @ \$30.44/hr * 2088 total hours	\$ 63,559	\$ 31,779	\$ 31,779
Maricopa County Merit Pay Increase for FY25 - 4%	\$ 2,542	\$ 1,271	\$ 1,271
Total Employee-Related Expenses - <sup>1</sup> ERE = 19.92% + \$13,632	\$ 26,799	\$ 13,400	\$ 13,400
Total Indirect Cost - <sup>2</sup> 22.2%	\$ 20,624	\$ 10,312	\$ 10,312
Subtotal	\$ 113,524	\$ 56,762	\$ 56,762

Total Cost for 12-Month for the City of Scottsdale **\$ 56,762**

<sup>1</sup> Based on 2024 FICA, Retirement, Unemployment Compensation, Worker's Compensation, Liability Insurance, Health/Dental/Life Insurance, and Dependent Care Assistance

<sup>2</sup> Maricopa County Indirect Rate as allowed by OMB 2 CFR Part 200 requirements