

**MEMORANDUM OF UNDERSTANDING BETWEEN  
PINAL COUNTY AND THE CITY OF MARICOPA  
REGARDING OPERATION OF EMPLOYMENT SERVICES  
IN THE MARICOPA LIBRARY AND CULTURAL CENTER**

This Memorandum of Understanding (“MOU”) is made between the City of Maricopa through the **Maricopa Library and Cultural Center** ("Maricopa Library and Cultural Center") and Pinal County through the **ARIZONA@WORK Pinal County Workforce Development Board** ("ARIZONA@WORK Pinal County"). ARIZONA@WORK Pinal County and the Maricopa Library and Cultural Center may each be referred to individually as a "Party" and collectively as the "Parties."

**RECITALS**

WHEREAS, ARIZONA@WORK Pinal County is a Local Workforce Development Board (“WDB”) tasked with implementing the provisions of the Workforce Innovation and Opportunity Act (“WIOA”) by providing resources to assist people seeking various employment services (“job seekers”) through One-Stop Partners and Affiliated Sites as directed in 34 C.F.R. Part 361; and

WHEREAS, under the WIOA and 34 C.F.R. Part 361, Subpart F, an Affiliated Site may host one or more of the services provided by WDBs to job seekers by hosting a local Access Point (“Access Point”); and

WHEREAS, an Access Point is an on-location resource utilizing computers and ARIZONA@WORK Pinal County-trained career coaches (“career coaches”) to assist job seekers; through the Access Point, career coaches provide job seekers various WIOA-provided services, including, but not limited to, resume writing assistance, job search assistance, career development coaching, identifying and removing barriers to employment, and assistance with filing for Unemployment Insurance; and

WHEREAS, the Maricopa Library and Cultural Center has computers and work space suitable for establishing an Access Point for the benefit of Maricopa Library and Cultural Center patrons; and

WHEREAS, the Parties desire to establish the Maricopa Library and Cultural Center as an Affiliated Site with an Access Point for the benefit of job seekers in Pinal County; and

NOW, THEREFORE, the Parties agree to enter into this Memorandum of Understanding to cooperate in an effort to establish and maintain an Access Point in the Maricopa Library and Cultural Center to provide resources and services to job seekers.

## **AGREEMENT**

I. **TERM.** Contingent upon the availability of grant funding to ARIZONA@WORK Pinal County, this MOU's initial term is effective on the date of execution by both parties and will continue through July 30, 2027. Thereafter, this MOU will automatically renew annually for up to four (4) supplemental one-year terms with the final term ending July 30, 2030, unless sooner terminated or further extended.

## II. **COOPERATION OF THE PARTIES.**

1. County and the Maricopa Library and Cultural Center agree to work together and cooperate with each other to provide a WIOA Access Point in the Maricopa Library and Cultural Center for the use of job seekers in Pinal County.
2. ARIZONA@WORK Pinal County will:
  - a. Provide on-site career coaches dependent upon their availability;
  - b. Provide resources and services to job seekers, subject to availability, including, but not limited to, resume writing assistance, job search assistance, career development coaching, identifying and removing barriers to employment, and assistance with filing for unemployment insurance;
  - c. Assist with networking and creating contacts within the ARIZONA@WORK Pinal County Business and Career Center, staff, and key partners;
  - d. Assess the Affiliated Site location, suggest a physical location for the placement of the Access Point, and provide informational signs to alert job seekers to the availability of the Access Point;
  - e. Supply informational materials, including, but not limited to, flyers, posters, and digital information related to Access Point services;
  - f. Post a schedule of times and dates when career coaches will be present at the Access Point, subject to availability of career coaches and agreement of Maricopa Library and Cultural Center;
  - g. Publish career coach schedule on ARIZONA@WORK Pinal County's website;
  - h. Install desktop shortcut(s) on any Access Point computer to provide job seekers access to ARIZONA@WORK Pinal County's online resources, including but not limited to the Arizona Job Connection and ARIZONA@WORK websites; and
  - i. Pay all costs associated with maintaining the Access Point other than the building and computer maintenance costs normally attributable to the Maricopa Library and Cultural Center.
3. The Maricopa Library and Cultural Center will:
  - a. Function as an Affiliated Site for the location of an Access Point within the meaning of 34 C.F.R. § 361.310 by hosting an Access Point consisting of at least one functioning computer with internet access and adequate work space for a career coach to provide employment seeking services and discuss confidential information with job seekers;
  - b. Cooperate with ARIZONA@WORK Pinal County's representative to arrange a suitable physical location for the Access Point that is physically and programmatically accessible to individuals with disabilities as described and to be in compliance with 29 C.F.R. Part 38;

- c. Allow ARIZONA@WORK Pinal County to post informational signs to advise job seekers of the availability of the Access Point and related services;
- d. Publish a career coach availability schedule on site at Maricopa Library and Cultural Center;
- e. Direct job seekers to the location of the Access Point and published career coach schedule;
- f. Distribute or make available informational supplies provided by ARIZONA@WORK Pinal County for the benefit of job seekers; and
- g. Take reasonable measures to ensure Access Point location, computer hardware, software, and/or other equipment remain secure, clean, and in good repair.

### III. GENERAL PROVISIONS.

1. **Compliance with the Law.** The Parties agree to operate in compliance with all applicable Federal, State, and local laws, rules, regulations, standards and Executive Orders, without limitation to those referenced within this MOU.
2. **Mutual Termination.** This MOU may be terminated, extended, amended, or supplemented in writing by mutual consent of both Parties. Any Party seeking to terminate this MOU shall give reasonable notice to the other Party and allow time for the removal of the Access Point.
3. **Insurance.** The Parties shall maintain appropriate and adequate insurance. Certificates of Insurance shall be provided to a Party upon request.
4. **Mutual Indemnification:** To the extent permitted by law, each Party (as "Indemnitor") agrees to indemnify, defend and hold harmless the other Party, its officers, officials, agents, employees, or volunteers from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of actions taken in performance of this MOU to the extent that such Claims are caused by the acts, omissions, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.
5. **Relationship of Parties:** Nothing contained in this MOU shall be deemed or construed as creating a joint venture, partnership, agency, employment or fiduciary relationship between the Parties. The Parties' representatives shall not be considered employees of the other Party, and neither Party's personnel will, by virtue of this MOU, be entitled or eligible, by reason of this MOU, to participate in any benefits or privileges given or extended by the other Party to its employees. Neither Party shall be liable for any debts, accounts, obligations or other liabilities whatsoever of the other, including (without limitation) the other Party's obligation to withhold Social Security and income taxes for itself or any of its employees. The Maricopa Library and Cultural Center will not become a One-Stop Partner as defined in 34 C.F.R. Part 361, Subpart F; ARIZONA@WORK will take sole responsibility for implementation and funding of the Access Point operations described in Section II above.

6. **Property Disposition Clause.** The Parties do not anticipate the acquisition of property as a result of this MOU. Any property acquired during the term of this MOU shall be returned to the purchasing Party no more than thirty (30) calendar days from the effective date of partial or complete termination of this MOU.
7. **Non-Discrimination.** The Parties agree to comply with the Office of the Arizona Governor Executive Order 2009-09, 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 federal and state employment laws, rules and regulations, including the Americans with Disabilities Act. The Parties shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin, or disability.
8. **Americans with Disabilities Act.** The Parties agree to comply with all applicable provisions of the Americans with Disabilities Act (Pub. L. 101-336, 42 U.S.C. §§ 12101-12213) and all applicable federal regulations under the Act.
9. **Veteran's Priority Provisions.** Programs funded by the U.S. Department of Labor are 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 No. 10-09 (November, 10, 2009) provides general guidance on the scope of the veterans priority statute and its effect on current employment and training programs. In addition to the TEGP, Training and Employment Notice (TEN) 15-10 (November 10, 2010) provides protocol for implementing Priority of Service regulations for Veterans and eligible spouses. In addition, the states are 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.
10. **Workers' Compensation.** Each Party agrees to comply with the notice of A.R.S. § 23-1022(E). For purposes of A.R.S. § 23-1022, irrespective of the operations protocol in place, each Party is solely responsible for the payment of Workers' Compensation benefits for its employees.
11. **Notice.** Notices under this MOUs should be sent certified mail, postage prepaid to the following addresses:

**ARIZONA@WORK Pinal County:**

Moriah Robles

ARIZONA@WORK Pinal County

PO Box 827

Florence, Arizona 85132

**Maricopa Library and Cultural Center:**

Angela Howell  
Library Manager  
18160 Maya Angelou  
Maricopa, Arizona, 85138

Or to such other addresses as the Parties may officially designate in writing.

**APPROVALS**

**IN WITNESS THEREOF**, THE Parties have caused this MOU to be executed and have affixed their signatures to this MOU on the date(s) written below.

**ARIZONA@WORK Pinal County:**

\_\_\_\_\_  
Joel Millman, Director

\_\_\_\_\_  
Date

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Sara Dent, Deputy County Attorney

\_\_\_\_\_  
Date

**Maricopa Library and Cultural Center:**

\_\_\_\_\_  
Nancy Smith, Mayor

\_\_\_\_\_  
Date

**ATTEST:**

\_\_\_\_\_  
Vanessa Bueras, MMC  
City Clerk

\_\_\_\_\_  
Date

**APPROVED AS TO FORM:**

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Date

**Pinal County Board of Supervisors:**

\_\_\_\_\_  
Jeffrey McClure, Chair

\_\_\_\_\_  
Date

**ATTEST:**

\_\_\_\_\_  
Natasha Kennedy, Clerk of the Board

\_\_\_\_\_  
Date