MEMORANDUM OF UNDERSTANDING
BETWEEN
GILA COUNTY AND EMPOWERMENT SYSTEMS, INC.

This Memorandum of Understanding is between **EMPOWERMENT SYSTEMS, INC.** (hereafter referred to as the Access Point) and Gila County (dba Gila/Pinal Workforce Investment Board).

WHEREAS EMPOWERMENT SYSTEMS, INC. is duly authorized to execute and administer contracts under A.R.S. §41-1954; and

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

THEREFORE EMPOWERMENT SYSTEMS, INC. and Gila/Pinal Workforce Investment Board agree to abide by all the terms and conditions set forth in this Memorandum of Understanding. This Memorandum of Understanding shall constitute the entire Memorandum of Understanding between the parties and supersede all other understandings, oral or written.

1.0 Purpose of Memorandum of Understanding

The purpose of the Memorandum of Understanding is to establish a local Access Point in different areas throughout Gila and Pinal Counties. Under the Workforce Investment Act, the "Access Point" model consists of local entities, businesses and faith and community based organizations 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 and look for jobs assisted by trained individuals who connect them to the One-Stop System via computer and direct referrals. **EMPOWERMENT SYSTEMS, INC.** 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 can get connected with One-Stop Center – all in one convenient location, and close to home.

2.0 Term of Memorandum of Understanding

2.1 This Memorandum of Understanding shall have an effective date of November 1, 2013 and end on October 31, 2014, and is renewable annually by mutual agreement with the parties.

2.2 Either party may terminate the Memorandum of Understanding by providing thirty (30) days prior written notice to the other party.

2.3 The indemnification provisions of this Memorandum of Understanding shall survive the termination of the agreement.

3.0 Gila County agrees to provide EMPOWERMENT SYSTEMS, INC. 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 Supplies, Access Point signage; and

3.8 Desktop computers (Microsoft Program with internet access), printer, computer desk and chair.

4.0 Equipment/Budget

4.1 All equipment purchased with Workforce Investment Act funds shall remain the property of Gila County.

5.0 EMPOWERMENT SYSTEMS, INC. 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 Memorandum of Understanding. 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 Memorandum of Understanding, 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 **EMPOWERMENT SYSTEMS, INC.** 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 **EMPOWERMENT SYSTEMS, INC.** 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 **EMPOWERMENT SYSTEMS, INC.** 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.

9.0 AMENDMENTS OR MODIFICATIONS

9.1 This Memorandum of Understanding 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 Memorandum of Understanding, 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 Memorandum of Understanding 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 Memorandum of Understanding 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:

Access Point Contact:
DeMario Vaughn, Community Outreach Program Director
Empowerment Systems, Inc.
2066 W. Apache Trail #116
Apache Junction, AZ 85120

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

11.3 This Memorandum of Understanding is non-assignable in whole or in part by either party hereto without the written consent of both parties.

11.4 This Memorandum of Understanding shall inure solely to the benefit of **EMPOWERMENT SYSTEMS, INC.** and Gila County, and shall create no rights in any other person or entity.

11.6 In the event of any controversy which may arise out of this Memorandum of Understanding, 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 ACCESS POINT

Signature

Jack Beveridge
Printed Name

President and CEO
Title

October 21, 2013
Date

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

Signature

Printed Name

Chairman, Gila County Board of Supervisors
Title

Date

APPROVED AS TO FORM

Bryan B. Chambers, Deputy County Attorney

Date

ATTEST

Marian Sheppard, Clerk of the Board

Date