

MEMORANDUM OF UNDERSTANDING
 BETWEEN
 MARICOPA COUNTY
 ADMINISTERED BY ITS
 HUMAN SERVICES DEPARTMENT
 AND
 GREATER PHOENIX SCORE®
 "Counselors to America's Small Business"

1. PURPOSE

This Memorandum of Understanding (MOU) provides a binding agreement between Greater Phoenix SCORE® "Counselors to America's Small Business", a non-profit organization, (hereinafter referred to as CO-LOCATOR) and Maricopa County (hereinafter referred to as the COUNTY), administered by the Human Services Department, Maricopa Workforce Connections (MWC), (hereinafter referred to as the DEPARTMENT).

Through this MOU, Co-locator will provide Maricopa County residents with information on small business development, business start-up information and financing resources. Co-locator will provide one-on-one counseling and mentoring to individuals that are interested in pursuing self-employment opportunities. All services provided will be at no cost to participants.

Co-Locator will be located in the two (2) MWC One Stop Career Centers: West Valley 1840 N. 95th Avenue, #160, Phoenix, AZ 85037 and the East Valley 735 N. Gilbert Road, Gilbert, AZ 85234.

The monthly costs associated with being co-located in the MWC One Stop Career Centers will be paid by Maricopa County Materials Management Department, Small Business Enterprise Program (MCBiz), through an Interdepartmental Agreement.

2. RESPONSIBILITIES OF ORGANZATIONS

Co-Locator will be responsible for:

- a. Providing one-on-one assessments and mentoring services to participants that are interested in entrepreneurial opportunities;
- b. Establishing a schedule to ensure volunteers are available on a weekly basis;
- c. Abiding by Maricopa County computer use policy; and
- d. Providing monthly data reports,

DEPARTMENT will be responsible for:

- a. Providing a direct services space for Co-Locator to conduct business;
- b. Providing access to a Department computer while working with participants;
- c. Referring individuals to Co-locator that are interested in learning about entrepreneurial opportunities; and
- d. Scheduling appointments on SCORE® database for participants;

3. OCCUPANCY INFORMATION

- a. Co-locator will have access to the following:

Site - East Valley
 6X6 cubicle one (1) time per week
 Public Network

6. AMENDMENTS:

Any changes to this Agreement shall be carried out in accordance with the following:

- a. A written amendment, signed by both parties, to this Agreement shall be required for every standard purpose listed below and all other purposes.
 - i. When the Agreement period is lengthened and/or shortened.
 - ii. For any other changes in terms and conditions of this Agreement which the parties deem substantial.

7. AVAILABILITY OF FUNDS:

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 recipient of WIA funds.

Should the goods or services which are to be provided pursuant to this agreement not be fully funded for any reason, County and/or Co-locator 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 Agreement.

8. NOTICES

- a. Communication and details concerning this Agreement shall be directed to the following representatives:

Greater Phoenix SCORE®:

Greater Phoenix SCORE®
Chet S. Ross, Chapter Chair
2828 North Central Ave, Suite 800
Phoenix AZ 85004
602-745-7250

**Maricopa County Human Services
Department:**

Workforce Development Division
Patrick Burkhardt, Assistant Director
234 N. Central Avenue, 3rd Floor
Phoenix, Arizona 85004
602-506-4146

- b. The One Stop Career Center Coordinators handle routine non-monetary issues or concerns.

East Valley Center Coordinator	Terry Farrell 480-497-0350 ext 248
West Valley Center Coordinator	Kevin Berry 602-372-4201

9. GENERAL LIABILITY INSURANCE

Co-Locator will add County to Co-Locator's General Liability Insurance policy as an ADDITIONAL INSURED with coverage in the amount of \$1,000,000 per occurrence and provide County Proof of Insurance. Co-locator will maintain said coverage during the term of this contract.

10. COMPLIANCE WITH APPLICABLE LAWS

- a. 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. This agreement will be governed by the laws of the State of Arizona. Exclusive venue and jurisdiction for any disputes involving this agreement will be in the state or federal courts sitting in Phoenix, Arizona.
- b. 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.

- c. 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.
- d. The CO-LOCATOR warrants that it is in compliance with A.R.S. § 41-4401 and further acknowledges:
 - i. That the CO-LOCATOR, warrant its compliance with all federal immigration laws and regulations that relate to its employees and their compliance with A.R.S. § 23-214, Subsection "a";
 - ii. That a breach of a warranty under Subsection "i" above, shall be deemed a material breach of the Agreement that is subject to penalties up to and including termination of the Agreement;
 - iii. That the Department retains the legal right to inspect the papers of any contractor or subcontractor employee who works on the Agreement to ensure that the contractor or subcontractor is complying with the warranty provided under Subsection "a" 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;
 - iv. That nothing herein shall make Co-locator or its subcontractor an agent or employee of the County.

11. CO-LOCATOR COMPLIANCE WITH A.R.S. §§35-391.06 AND 35-393.06 (BUSINESS RELATIONS WITH SUDAN AND IRAN):

- a. By entering into the Agreement, the CO-LOCATOR certifies it does not have scrutinized business operations in Sudan or Iran. The CO-LOCATOR shall obtain statements from its 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 Agreement.
- b. The County may request verification of compliance from Co-locator or its subcontractor performing work under the Agreement. Should the County suspect or find that the Co-locator 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 Agreement for default, and suspension and/or debarment of the Co-locator. All costs necessary to verify compliance are the responsibility of the Co-locator.

FOR AND ON BEHALF OF GREATER PHOENIX SCORE®

Chet S. Ross
Chet S. Ross, Chapter Chair

4/27/2009
Date

FOR AND ON BEHALF OF THE COUNTY

May W Wilson
Chairman, Board of Supervisors

MAY 20 2009
Date

Attested to:
Fran McCarroll
Fran McCarroll, Clerk of the Board

This Agreement has been reviewed by the undersigned Deputy County Attorney who has determined that is proper in form and within the power and authority granted under the laws of the State of Arizona.

APPROVED AS TO FORM
This 20th day of May, 2009

BY: Roberto Pulver
Roberto Pulver
Maricopa County Attorney
Deputy County Attorney

**AMENDMENT TO THE
INTERDEPARTMENTAL AGREEMENT
Between
HUMAN SERVICES DEPARTMENT
WORKFORCE DEVELOPMENT DIVISION
And
MATERIALS MANAGEMENT'S
SMALL BUSINESS NETWORK**

Purpose: To extend the co-location agreement for Greater Phoenix SCORE® program in Maricopa Workforce Connections (MWC) One Stop Career Centers.

Effective Date: Upon approval and signature of both parties.

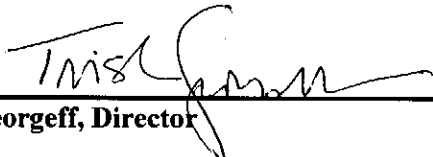
Termination Date: June 30, 2013

Co-location Cost \$90.24 mo.

WITNESS WHEREOF, the parties enter into this Agreement for the purposes stated within.

HUMAN SERVICES DEPARTMENT

MATERIALS MANAGEMENT



Trish Georgeff, Director



Wesley Baysinger, Director

7-20-11

Date

7/8/11

Date