



Innovative Workforce Solutions

**MEMORANDUM OF UNDERSTANDING for Facility Use
between**

**Yuma Private Industry County (YPIC) dba ARIZONA@WORK - Yuma County
and
Fred G. Acosta Job Corps Center**

This Memorandum of Understanding dated **July 1, 2026** ("Effective Date"), is made and entered into between Yuma Private Industry Council, Inc (YPIC) and Fred G. Acosta Job Corps Center ("Facility User") for the use of the specified location of the Martin Luther King Jr. Youth Career Center (MLK Youth Center), on the terms and conditions set forth hereafter.

WHEREAS, YPIC occupies that real property located at 300 S. 13TH Avenue Yuma, AZ 85364, commonly referred to as the Martin Luther King Jr. Youth Career Center ("Premises"); and **WHEREAS**, Facility User desires to use the Premises for the purpose of working and meeting with program participants ("Activities") and YPIC agrees for such Premises to be so used by Facility User upon the terms and conditions set forth herein; and **NOW THEREFORE**, in consideration of the covenants and agreements hereinafter set forth, the MLK Youth Center and Facility User agree as follows:

USE OF PROPERTY

Upon commencement of the Agreement, YPIC does hereby permit the Facility User to use the Premises to perform the Facility User's Activities on a quarterly basis. Facility User shall have use of the Premises during which hours a full-time representative of the MLK Youth Center is present. Facility User shall have a designated area at the Multipurpose room as a primary workspace location. Facility User shall be required to furnish their own technology for Activities while on the Premises. The use of Premises is to perform Facility User's Activities only, subject to mutually agreed upon modification by the Parties in writing until the expiration date of this Agreement unless terminated sooner in accordance with the provisions in this Agreement.

SERVICES PROVIDED

YPIC will provide the Facility User's space to visit two (2) days per quarter (8 times per year) to provide the following:

- Day 1 – Provide orientation, program applications, and documentation to provide interviews the next day.
- Day 2 – Meet with applicants to review the list of documents and applications.

Successful visits are defined as a minimum of 4 hours per visit, which must include mornings and afternoons. COVID-19 pandemic, sessions will be scheduled remotely when warranted; however, participants may attend Face-to-Face sessions, when available, with limited participant availability to adhere to social distancing and follow other Center for Disease Control (CDC) guidelines.

TERM

The term of this Agreement ("Term") shall commence **on July 1, 2026**, and, unless sooner terminated under any provision hereof, this Agreement shall end on **June 30, 2028**. Any request to extend this MOU must be submitted in writing by the Job Corps Center not less than 30 days prior to the end of the current MOU period. Prior to the Term of the MOU. The Facility User may terminate this MOU by giving 30 day written notice to YPIC as described herein.

YPIC shall have the right, at any time during the Term, to terminate this Agreement immediately by written notice to Facility User upon a breach of the Agreement by Facility User or upon any violation by Facility User or any of its employees or agents of any law, rule, regulation, or ordinance, including without limitations. YPIC reserves the right to terminate any activity that may not be in the best interest of YPIC.

The Parties agree that this Agreement may be terminated for conflict of interest.

Upon termination or expiration of the Agreement, Facility User shall surrender use of the Premises, remove all personal property, and leave the Premises in a neat and clean condition prior to Facility User's occupancy of the Premises with no damage thereto.

Facility User may request the right to use Premises at a later date, which shall be mutually agreed upon by the YPIC and Facility User. YPIC's decision for extension of use by Facility User shall be in YPIC's sole and absolute discretion.

LIABILITY INSURANCE

Insurance is to be placed by the Facility User with insurers subject to the approval of YPIC. Facility User shall furnish YPIC with original certificates of Liability of Insurance and amendatory endorsements.

The certificate of insurance needs to endorse the Yuma Private Industry Council, Inc. as additional insured and include the formal endorsements with Waivers of Subrogation for each policy listed. The policy of insurance shall be written as primary and be non-contributing to any coverage of the YPIC. The certificate must include at a minimum a policy of Commercial General Liability for a minimum of \$1,000,000 per occurrence and \$2,000,000 aggregate. Products – Completed Operations Aggregate \$1,000,000. Personal and Adversity Injury \$1,000,000. Damage to Rented Premises \$50,000. In addition, if Professional services are rendered, please include Professional Liability for a minimum of \$1,000,000 per occurrence and \$2,000,000 aggregate.

In the event a Facility User is working directly one-on-one with students and/or minors or have the ability to be alone with the students and/or minors then **Sexual Abuse, Misconduct, and Molestation coverage is required as an endorsement or additional line of coverage for a minimum limit of \$1,000,000 or equal to the general liability coverage if higher.**

All non-YPIC organization and entities that operate on campus involving youth must provide training to their staff consistent with the following topics:

- Appropriate conduct when interacting with or in the presence of minors
- Child abuse and neglect prevention
- Recognition of the signs and symptoms of child abuse and neglect
- Mandated reporter obligations, including reporting requirements and procedures.
- Training has to have been completed within the past 12 months.

Insurance should be emailed to Alicia Huizar at ahuizar@ypic.com.

INDEMNITY

To the fullest extent permitted by law, Facility User shall indemnify, defend, and hold harmless YPIC and any of its officers, employees, agents, and representatives from any and all claims, demands, suits, actions, proceedings, losses, costs, and damages of every kind and description, including any attorney fees and/or litigation expenses, which may be brought or made against or incurred by YPIC, its officers, employees, agents, or representatives on account of any loss or damage to property and for injuries to or death of any person arising in whole or in part out of any act or omission by the Facility User and/or its employees, agents, representatives, vendors, or subcontractors in whole or in part.

FORCE MAJEURE

The performance of this Agreement is subject to any circumstances making it illegal or impossible to provide or use the MLK Youth Center, including Acts of God, war, disaster, pandemics, strikes, or civil disorder. This Agreement may be canceled for any one of the above reasons by written notice from YPIC or Facility User.

We, the undersigned have read and agree to enter into this Memorandum of Understanding. Further, we have reviewed the collaborative roles and responsibilities of each agency and approve of them.

Yuma Private Industry Council,
Adriana McBride, Operations Director
(928) 329-0990 Ext 1111
AMcbride@ypic.com

Yuma Private Industry Council



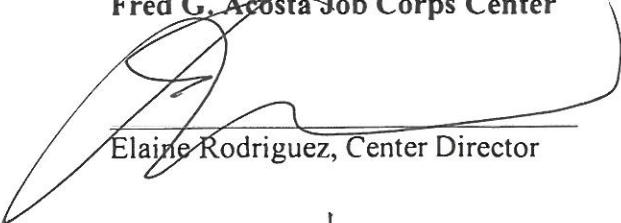
Adriana McBride, Operations Director

07/01/26

Date

Fred G. Acosta Job Corps Center
Samuel Kolapo, Center Director
(520) 792-3015
Croft.Vaughn@jobcorps.org

Fred G. Acosta Job Corps Center



Elaine Rodriguez, Center Director

7-14-26

Date