

## FORMALIZED AGREEMENT / MEMORANDUM OF UNDERSTANDING

### Colton-Redlands-Yucaipa Regional Occupation Program (CRY-ROP) and City of Redlands - Community Center

Both parties mutually agree to the following provisions, conditions and covenants.

#### I. TERM OF AGREEMENT

- The term of the agreement shall be from 07/01/2014 – 07/01/2016 unless terminated pursuant to Section VI.
- Subsequent services shall be authorized by a written extension signed by authorized agents of both agencies.

#### II. BUSINESS PARTNER RESPONSIBILITIES

- City of Redlands - Community Center will provide occupational and employability skills training to eligible program participants referred by a CRY-ROP employment program for employment and/or training purposes. Paid work experience hours will be authorized and scheduled through the WIA/@LIKE/CalWORKS Program for each placement and will comply with Division of Labor Standards, Department of Industrial Relations youth employment guidelines.
- City of Redlands - Community Center will provide appropriate supervision and verified time/ attendance reports to CRY-ROP on a bi-monthly basis during the training period.
- City of Redlands - Community Center understands that program placements made under this agreement **MAY NOT** (1) replace or displace a paid employee at your business/agency, (2) replace an employee that is on layoff from the same, or substantially equivalent, position at your business/agency, (3) infringe upon promotional opportunities, which would otherwise be available to a person currently employed by your business/agency, (4) fill any position in a promotional line until all applicable personnel procedures and collective bargaining agreements have been complied with, (5) cause job restructuring or development of new classifications in order to negate established procedures or to displace currently employed workers at your business/agency, or (6) be allowed to work at your business/agency during a labor dispute resulting in lock out or strike.
- City of Redlands - Community Center agrees to cooperate with any on-site monitoring conducted by CRY-ROP, the County of San Bernardino Department of Workforce Development, and State or Federal agencies.
- City of Redlands - Community Center agrees to hold the County of San Bernardino and its authorized agents harmless as a result of partnering with CRY-ROP for the purposes outlined in this Agreement.

#### III. CRY-ROP RESPONSIBILITIES

- CRY-ROP may refer eligible program participants to City of Redlands - Community Center for occupational and employability training activities after consulting with authorized agent from Business Partner.
- CRY-ROP will provide training and technical assistance to City of Redlands - Community Center regarding implementation, program policies and practices.
- During subsidized employment periods, CRY-ROP will monitor the progress of work performed under the terms of this Agreement. City of Redlands - Community Center monitoring is conducted on a regular basis to ensure that participant goals and program objectives are being met. City of Redlands - Community Center will record findings and share this information with the appropriate program staff.
- CRY-ROP is mandated to periodically report information about grant-funded activities to the Department of Workforce Development, as well as other federal, state and local agencies.
- CRY-ROP agrees to retain grant-funded employment activity records in their original form for a period of three (3) years after the termination of this Agreement or any other pending matters or actions concerning the records.

#### IV. JOINT RESPONSIBILITIES

- **CRY-ROP** and **City of Redlands - Community Center** agree to maintain ongoing communication about participant progress at the work site, and will provide comprehensive support, as needed, to participants working under this Agreement.
- **CRY-ROP** and **City of Redlands - Community Center** agree to protect and maintain confidentiality of all participants as specified in the provisions of WIA Section 146(f)3 and Section 10850 of the Welfare and Institutions (W&I) Code and Division 19-000 of the Department of Social Services Manual of Policies and Procedures.
- **CRY-ROP** and **City of Redlands - Community Center** shall not discriminate against any program participant on the basis of race, national origin or ancestry, religion, sex, marital status, age, political affiliation or disability.
- **CRY-ROP** and **City of Redlands - Community Center** will comply with the Workforce Investment Act and its regulations (reference 20 CFR Part 652, et al. Workforce Investment Act; Interim Final Rules).

#### V. FISCAL PROVISIONS

- **City of Redlands - Community Center** agrees to provide the services listed in Section II of this agreement as in-kind services.

#### VI. GENERAL TERMS AND CONDITIONS

- Insurance provisions: CRY-ROP agrees to provide workers compensation insurance for WIA@LIKE/CaWORKS interns (also considered employees of CRY-ROP). **City of Redlands - Community Center** agrees to provide workers' compensation for their own employees that provide supervisory services under this Formalized Agreement.
- Amendments: This Formalized Agreement may be amended by written mutual consent of both parties. Either party may terminate this Formalized Agreement upon written notice.

Authorized Agent: **CRY-ROP**  
**Center**

Lynnae Pattison 7/8/2014  
Name Date

Program Coordinator, CRY-ROP  
Title

Lynnae Pattison  
Signature

1214 Indiana Court, Redlands, CA 92374  
Address

909-793-3115, ext 400  
Phone Number

Authorized Agent: **City of Redlands - Community**

PETE AGUILAR 7/9/14  
Name Date

MAYOR  
Title

Pete Aguilar  
Signature

111 West Lugonia Avenue. Redlands, CA 92373  
Address

909-798-7572 x7  
Phone Number

City Clerk ATTEST: [Signature]



## COLTON-REDLANDS-YUCAIPA REGIONAL OCCUPATIONAL PROGRAM

### JOINT VENTURE TRAINING AGREEMENT FOR USE OF FACILITIES (COMMUNITY CLASSROOM)

THIS AGREEMENT is made by and between City of Redlands - Community Center  
hereinafter referred to as "Affiliate," and COLTON-REDLANDS-YUCAIPA REGIONAL OCCUPATIONAL PROGRAM,  
hereinafter referred to as "ROP."

#### WITNESSETH:

**WHEREAS**, ROP desires to utilize facilities and services to be provided by Affiliate in order to fulfill the \_\_\_\_\_  
Work Experience \_\_\_\_\_ training plan for school age youth and adults enrolled  
in the ROP; and

**WHEREAS**, Affiliate has special facilities located at 111 West Lugonia Ave. Redlands, Ca 92373  
\_\_\_\_\_ which it is willing to make available to ROP,  
for its use in the instruction of ROP students, at a time mutually agreeable to Affiliate and ROP.  
**NOW, THEREFORE**, the parties agree as follows:

#### THE AFFILIATE SHALL:

1. Furnish all in-kind services, such as utilities, custodial, and maintenance that may be used or needed by ROP, in and about the premises, including emergency telephone services required by ROP; and
2. Include with the use of said facilities the use of lavatory, toilet and other facilities incidental thereto, including but not limited to, parking areas.
3. Assure that this project will not be used to substitute for authorized vacancies existing on its staff or to impair, in any way, employment or earning opportunities for its regular employees.

#### THE ROP SHALL:

1. Bear all expenses of conducting said class and the Affiliate shall have no obligation under this Agreement except as herein provided.
2. Furnish supplies necessary and incidental to conducting the program, it being understood that Affiliate shall not be responsible for loss, theft, or damage to such supplies.
3. In cooperation with the Affiliate, develop a competency-based instructional plan for each student enrolled in this community classroom.
4. Assure that students will be subject to all rules and regulations of the Affiliate during the hours they are in the facility.
5. Assure that the students are aware they are not necessarily entitled to a job at the conclusion of the training period.

#### HOLD HARMLESS CLAUSES:

1. The ROP agrees to defend, indemnify and hold harmless the Affiliate, its officers, agents, and employees from any and all suits, actions, damages, or claims of every name and description, including reasonable attorneys' fees, to which the Affiliate, its officers, agents, and employees may be subjected or put to by reason of damage or act of omission occasioned by the ROP, its officers, agents, students or employees in carrying out the provisions of this Agreement.
2. The Affiliate agrees to defend, indemnify and hold harmless the ROP, its officers, agents, and employees from any and all suits, actions, damages, or claims of every name and description, including reasonable attorneys' fees, to which the ROP, its officers, agents and employees may be subjected or put to by reason of damage or act of omission occasioned by the Affiliate, its officers, agents or employees in carrying out the provisions of this Agreement.
3. The ROP agrees to see that each enrollee is supplied with insurance coverage for Worker's Compensation, and to take out and maintain during the life of this Agreement such public liability and property damage insurance as shall protect the ROP and the Affiliate with respect to those liabilities to which the ROP holds the Affiliate harmless.

## GENERAL PROVISIONS:

1. The term of this Agreement shall commence 07 101 114 and continue without rental charge to the ROP until cancelled by either party in accordance with paragraph 6 thereof.
2. The ROP and the Affiliate shall share the responsibility for the supervision of students during the community classroom experience.
3. Affiliate agrees that no wages will be paid to ROP students for any period student that is scheduled for ROP training.
4. Affiliate agrees not to displace or decrease the hours of employment of any regular employee or any high school work experience student as the result of this ROP course of instruction.
5. Colton-Redlands-Yucaipa ROP and the Affiliate, in compliance with Civil Rights legislation, hereby asserts that it does not discriminate on the basis of race, color, national origin, ancestry, religion, creed, sex, age, or handicap in its employment or educational programs or activities. For inquiries contact the Personnel Office at (909) 793-3115.
6. The Agreement may be cancelled by either Affiliate or ROP by serving 30 days written notice of such cancellation on the other party as follows:

Affiliate located at 111 West Lugonia Ave. Redlands, Ca 92373

and this ROP at 1214 Indiana Court, Redlands, CA 92374. Either party may change the location where said notice shall be sent by notifying the other party of such new address in writing at the above address.

EXECUTED THIS \_\_\_\_\_ day of \_\_\_\_\_, 20 14, at 4:00pm.

**"Affiliate"**

Contact Person: David Jaffe  
(Please Print)

Phone: 909-798-7572 x7

Email: Djaffe@cityof redlands.org

**"ROP"**

Teacher Norma Nuno  
(Please Print)

Phone (909) 793-3115 Ext. 310

Email: Norma\_nuno@cry-rop.org

PETE AGUILAR, MAYOR  
Authorized Person – Name and Title (Please Print)



Authorized Signature

City Clerk

ATTEST: \_\_\_\_\_

Program Manager: \_\_\_\_\_  
Signature

Superintendent: \_\_\_\_\_  
Signature

## INSTRUCTIONS FOR PROCESSING:

1. This agreement must be signed by the Affiliate and the ROP teacher.
2. The teacher returns the agreement to his/her Program Manager at the ROP office for processing.
3. After processing, the agreement will remain on file in the ROP office, and a copy with all signatures will be hand-carried to the Affiliate by the teacher.

*This form must be signed by the authorized business representative, ROP teacher, ROP Program Manager and the ROP Superintendent prior to student assignment.*

Note: Title V regulations are available for community site sponsors upon request.