COLTON
REDLANDS
YUCAIPA

COLTON-REDLANDS-YUCAIPA
REGIONAL OCCUPATIONAL PROGRAM
AGREEMENT FOR AFFILIATION
WORKABILITY I PROGRAM

THIS AGREEMENT, made and entered into this 3rd day of March, 1999, by and between Colton-Redlands-Yucaipa Regional Occupational Program, hereinafter referred to as **CRY-ROP**, and Redlands Police Department, hereinafter referred to as the **AFFILIATE**.

WITNESSETH

WHEREAS, the **AFFILIATE** has facilities located at 212 Brookside Avenue, Redlands, CA, 92373, which it is willing to make available to **CRY-ROP**, at no cost, for use in the work experience instruction of their students, for the period beginning March 3, 1999, and continuing to and including June 15, 1999.

NOW THEREFORE, it is agreed by and between the parties hereto that in consideration of the learning experience obtained by the students, the **AFFILIATE** does hereby agree to provide facilities, tools, equipment, supplies and supervision as may be necessary for the work experience of students from **CRY-ROP**. The **AFFILIATE** shall not be required to pay students.

Time schedule and use of areas of departments will be mutually agreed to by the staff of **CRY-ROP** and the **AFFILIATE** with the knowledge and consent of the managing personnel of the **AFFILIATE**.

IT IS FURTHER UNDERSTOOD AND AGREED by the parties hereto that:

1. The students will be subject to the rules and regulations of the **AFFILIATE** during the hours they are in their facilities and shall be under the direct supervision of the **AFFILIATE** and/or managing personnel of the **AFFILIATE**. **AFFILIATE** may terminate student as it does with regular employees. **CRY-ROP** shall provide to the affiliate necessary consultation services relative to the desired goals for each student.

2. **CRY-ROP** and the **AFFILIATE** shall meet and confer on an as-needed basis to evaluate program progress and to identify and resolve any problems arising from the conduct of the student. The **AFFILIATE** will keep records of hours worked by the student(s) and on a regular basis evaluate the performance of the student(s) in accordance with **CRY-ROP's** policy.

3. The student(s) of **CRY-ROP** shall be considered employees of **CRY-ROP**, under Division 4 (commencing with Section 3201) of the Labor Code of the State of California. **CRY-ROP** agrees to include such students in its Workers' Compensation Insurance coverage.

4. The **AFFILIATE** agrees that the training of the student(s) will not result in the reduction or termination of the **AFFILIATE's** regular employees.

5. **CRY-ROP** shall defend, indemnify and hold **AFFILIATE**, its officers, agents, and employees harmless from and against any and all liability, loss, expense (including reasonable attorneys fees) or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of **CRY-ROP**, its officers, agents, or employees.

6. **AFFILIATE** shall defend, indemnify and hold **CRY-ROP**, its officers, agents, and employees harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of **AFFILIATE**, its officers, agents, or employees.

7. Either party may discontinue this affiliation by giving written notice thirty (30) days in advance of the final date for termination of the affiliation.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first written above.

Dalene Morris
Superintendent
Colton-Redlands-Yucaipa
Regional Occupational Program

Dalene Morris
Signature

4/12/99
Date

Re:

Bill Cunningham
Affiliate
Mayor, City of Redlands

Signature

April 6, 1999
Date

95-6000766
Social Security/Tax ID No.

April 6, 1999
Date

ATTEST:
City Clerk, City of Redlands

APPROVED AS TO FORM
DATE 6/16/99
ALAN K. MARKS, COUNTY COUNSEL
SAN BERNARDINO COUNTY, CALIFORNIA
BY
DANIEL B. HAUETER, CHIEF DEPUTY