



Report to Economic Development Subcommittee

TO: Economic Development Subcommittee

FROM: Cruz Esparza, Economic Development & Housing Director

AGENDA DATE: June 11, 2024

TITLE: **CENTER FOR EMPLOYMENT OPPORTUNITIES AND CITY OF MORENO VALLEY PROGRAM AND SERVICE PARTNERSHIP MOU**

RECOMMENDED ACTION

1. Approve the Memorandum of Understanding (MOU) between the City of Moreno Valley and the Center for Employment Opportunities (CEO) for establishing a program and service partnership agreement to provide employment services aimed at justice-involved job seekers living in Moreno Valley and the surrounding region.
2. Authorize Economic Development & Housing staff to execute the MOU as to form all necessary documents with the CEO MOU.

SUMMARY

The MOU with the Center for Employment Opportunities (CEO) outlines the duties and responsibilities agreed upon to coordinate workforce development programs and facilitate mutual grant support. CEO will collaborate with the City to host programs, provide staff for select services held at the Moreno Valley Business & Employment Resource Center (BERC), and jointly seek funding opportunities. Simultaneously, the City will provide facilities, support recruitment efforts, and assist with program promotion throughout the 24-month agreement term, with zero-cost allocations by either party.

DISCUSSION

The Moreno Valley Economic Development & Housing Department, in collaboration with key organizations, offers technical assistance workshops and one-on-one consulting to businesses and job seekers through the Hire MoVal initiative and the Moreno Valley

Business & Employment Resource Center (BERC). With a population exceeding 214,000 residents and a diverse business landscape comprising over 4,500 establishments, Moreno Valley is committed to fostering economic prosperity and facilitating career opportunities for its residents.

CEO, a nationwide 501(c)(3) non-profit organization, specializes in providing immediate and comprehensive employment services exclusively to individuals recently released from incarceration and on parole. With a proven track record since its inception as a demonstration project of the Vera Institute of Justice in the 1970s, CEO has expanded its operations to 30 cities across twelve states, making over 34,000 placements into full-time employment for formerly incarcerated individuals.

The MOU established with CEO signifies a strategic partnership aimed at enhancing workforce development programs specifically for justice-involved residents and leveraging mutual grant support. CEO's extensive experience and expertise in workforce development, particularly in addressing the needs of justice-involved populations and facilitating job placements, align closely with the City and BERC's objectives.

By leveraging the strengths and resources of both the City of Moreno Valley and CEO, this partnership aims to create pathways to employment, enhance access to resources, and promote inclusive economic growth. Through collaborative initiatives outlined in the MOU, such as hosting events, providing marketing support, and seeking funding opportunities, the City and CEO are poised to make meaningful strides in addressing workforce needs for justice-involved families and fostering a thriving community.

CEO agrees to support workforce opportunities for justice-involved residents by providing:

1. Secure local work project opportunities in the region that will benefit justice-impacted Moreno Valley residents;
2. Recruit and manage program participants;
3. Seek funding opportunities that will provide benefit to local justice-impacted job seekers and business owners;
4. Provide staff needed to host/lead informational workshops and program orientations at the BERC with program topics to include:
 - a. General Information Sessions for Justice-impacted Job Seekers;
 - b. General Information Sessions for Businesses to participate in work projects;
 - c. Orientations for local justice-impacted job seekers enrolled in CEO programs;
5. Provide BERC staff with marketing materials to promote local programs;
6. Coordinate with CITY staff to schedule BERC classrooms for workshops and programming; and
7. Include CITY staff in planning for future programming opportunities at the BERC and regional opportunities.

The City agrees to support these programs by:

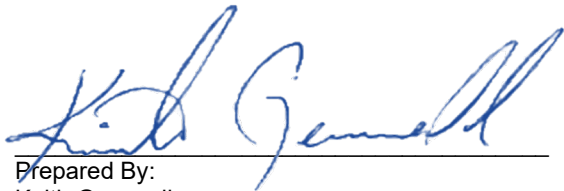
1. Provide classroom space at the BERC and virtual meeting spaces for informational and orientation programs;
2. Support and actively seek grant and funding opportunities from state, local, federal, and private sources that will provide benefit to local justice-impacted job seekers and business owners;
3. Assist with recruiting program participants through promoting the CEO programs to the general public, regional AJCC partners, and business community;
4. Serve as a liaison between CEO, regional America's Job Center of California (AJCC) Partners and the Moreno Valley business community;
5. Utilize CITY and BERC marketing and promotion channels to promote the CEO programs; and
6. Contribute to and consult on the creation of future CEO program opportunities at the BERC.

FISCAL ANALYSIS

No fiscal impact to the City or Economic Development & Housing Department budget as this is a no-cost MOU.

ATTACHMENTS

Center for Employment Opportunities and City of Moreno Valley Program and Service Partnership MOU – DRAFT



Prepared By:
Keith Gemmell
Business & Workforce Development Division Manager



Department Head Approval:
Cruz Esparza
Economic Development & Housing Director



MEMORANDUM OF UNDERSTANDING

BETWEEN

**CITY OF MORENO VALLEY /
MORENO VALLEY
BUSINESS & EMPLOYMENT RESOURCE CENTER (BERC)**

AND

CENTER FOR EMPLOYMENT OPPORTUNITIES (CEO)



1. INTRODUCTION

This Memorandum of Understanding ("MOU") is made and entered into the _____ day of 2024, by and between the City of Moreno Valley, a local government agency located in Riverside County, by and through its Business & Employment Resource Center (collectively "CITY") and Center for Employment Opportunities (CEO) a nationwide 501c3 non-profit that provides immediate, effective, and comprehensive employment services exclusively to people recently released from incarceration and have been on parole (collectively "CEO"). The CITY and CEO are collectively referred to herein as the "PARTIES."

2. Purpose

This MOU outlines the agreement between the PARTIES to work in partnership to apply for grant funding and provide employment services for justice-impacted individuals living in Moreno Valley and the surrounding region as well at the Moreno Valley Business & Employment Resource Center, an America's Job Center of California (also referred to as "BERC").

3. Background

CEO began as a demonstration project of the Vera Institute of Justice in the 1970s to address employment barriers facing individuals after their release from incarceration. In 1996, CEO became an independent 501(c)3 nonprofit organization, providing comprehensive employment services to people newly released from New York State prisons and detention facilities. We now operate in 30 cities across twelve states and have made more than 34,000 placements into full-time employment for individuals who were formerly incarcerated.

CEO currently operates in 30 cities and is dedicated to ensuring that justice-impacted job seekers have opportunities to achieve socioeconomic mobility.

Its vision is that anyone with a recent criminal history who wants to work has the preparation and support needed to find a job and stay connected to the labor force. The program consists of providing participants with immediate employment with daily pay, skills training, job placement, and ongoing career and living support.

4. Program Obligations

A. CEO Obligations:

- a. Secure local work project opportunities in the region that will benefit justice-impacted Moreno Valley residents;
- b. Recruit and manage program participants;
- c. Seek funding opportunities that will provide benefit to local justice-

impacted job seekers and business owners;

- d. Provide staff needed to host/lead informational workshops and program orientations at the BERC;
 - i. Program topics to include:
 - 1. General Information Sessions for Justice-impacted Job Seekers;
 - 2. General Information Sessions for Businesses to participate in work projects;
 - 3. Orientations for local justice-impacted job seekers enrolled in CEO programs;
 - e. Communicate with CITY staff about facility and workshop needs;
 - f. Provide BERC staff with marketing materials to promote local programs;
 - g. Coordinate with CITY staff to schedule BERC classrooms for workshops and programming; and
 - h. Include CITY staff in planning for future programming opportunities at the BERC and regional opportunities.
- B. CITY Obligations:
- a. Provide classroom at the BERC and virtual meeting spaces for informational and orientation programs;
 - b. Support and actively seek grant and funding opportunities from state, local, federal, and private sources that will provide benefit to local justice-impacted job seekers and business owners;
 - c. Assist with recruiting program participants through promoting the CEO programs to the general public, regional AJCC partners, and business community;
 - d. Serve as a liaison between CEO, regional America's Job Center of California (AJCC) Partners and the Moreno Valley business community;
 - e. Utilize CITY and BERC marketing and promotion channels to promote the CEO programs; and
 - f. Contribute to and consult on the creation of future CEO program opportunities at the BERC.

5. Costs

A. CEO

The CITY acknowledges and agrees that the CEO shall not be liable for any costs incurred by the CITY, including any of its affiliates in connection with the administration and/or implementation of this MOU or any related partnership or program activities.

The CITY further acknowledges and agrees that the CEO shall use grant

funding raised to directly pay for staff and program materials needs to run CEO programs at the BERCC. Including but not limited to payment of any costs, fees, wages or any other amounts to be paid to any party arising out of or related to this MOU.

B. CITY

The CEO acknowledges and agrees that the CITY shall not be liable for any costs incurred by the CEO, including any of its affiliates in connection with the administration and/or implementation of this MOU or any related partnership or program activities.

The CEO further acknowledges and agrees that the CITY shall not be liable in any way for payment of any costs, fees, wages or any other amounts to be paid to any party arising out of or related to this MOU.

The CITY agrees to cover operations costs associated with office and classroom space used by CEO, including building rent, utilities, office supplies and equipment.

6. General Terms

It is further mutually agreed by the Parties as follows:

A. Insurance

The parties shall meet the insurance requirements attached hereto as Exhibit "A" or provide a certificate of insurance acceptable to the other party.

B. Indemnity; Hold Harmless

City of Moreno Valley shall indemnify, defend and hold harmless CEO and their officers, employees, representatives, volunteers, and agents from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with CEO's performance of work hereunder, except that CEO shall indemnify, defend and hold harmless the City of Moreno Valley for any such loss or damage which was caused by the sole negligence or willful misconduct of CEO under this agreement.

CEO shall indemnify, defend, and hold harmless the City of Moreno Valley, and their officers, employees, representatives, volunteers, and agents from and against any and all liability, demands, claims, loss, actions or proceedings, damages, costs, and expenses incidental thereto (including without limitation costs of defense, settlement, and reasonable attorneys'

fees) of every nature arising out of, related to, or in connection with CEO's performance of work hereunder.

C. Termination

Either party may terminate this MOU for any reason by giving written notice to the designated representative of the other party thirty (30) days prior to the expiration of this MOU. Except as otherwise provided herein, upon termination of this MOU, neither party shall have any obligation to the other.

D. Legal Authority

Nothing in this MOU binds the CITY or CEO to perform any action that is beyond its legal authority.

E. Conflict of Interest

No member, official or employee of the CITY or CEO shall have any personal interest, direct or indirect, in this MOU nor shall any such member, official or employee participate in any decision relating to this MOU which affects his or her personal interest or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested.

F. Assignment

No assignment of this Agreement or of any part or obligation of performance hereunder shall be made, either whole or in part, by CEO without the prior written consent of CITY.

G. Independent Contractor

The parties hereto agree that CEO and its employees, officers, and agents are independent contractors under this Agreement and shall not be construed for any purpose to be employees of the City of Moreno Valley.

H. Entire Agreement

It is expressly agreed that this Agreement embodies the entire Agreement of the parties in relation to the subject matter hereof, and that no other Agreement or understanding, verbal or otherwise, relative to this subject matter, exists between the parties at the time of execution.

I. Amendments and Modifications

It is agreed that the rights, interests, understandings, agreements and obligations of the respective Parties pertaining to the subject matter of this MOU may not be amended, modified or supplemented in any respect except by a subsequent written instrument evidencing the express written consent of each of the Parties hereto and duly executed by the Parties.

J. Effective Date; Term

The term of this MOU shall commence on the date of the last signature below ("Effective Date") and shall continue for 24 months ("Term"), unless extended by written mutual agreement of the Parties or terminated earlier.

[Signatures on Following Page]

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this MOU as of the dates written below.

“CEO”

Center for Employment Opportunities
(CEO) a nationwide 501c3 non-profit

By: _____

CEO Regional Director

Date: _____

“CITY”

CITY OF MORENO VALLEY, a local
government agency located in Riverside
County, by and through its Economic
Development Department

By: _____

Mike Lee
City Manager

Date: _____

APPROVED AS TO FORM

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