



Report to Economic Development Subcommittee

TO: Economic Development Subcommittee

FROM: Cruz Esparza, Economic Development & Housing Director

AGENDA DATE: June 11, 2024

TITLE: **GOODWILL SOUTHERN CALIFORNIA 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 Goodwill Southern California (Goodwill), for establishing a program and service partnership agreement to provide employment services for job seekers and other special groups 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 Goodwill MOU.

SUMMARY

The MOU with Goodwill Southern California (Goodwill) outlines the duties and responsibilities agreed upon to coordinate workforce development programs and facilitate mutual grant support. Goodwill 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.

The MOU established with Goodwill signifies a strategic partnership aimed at enhancing workforce development programs and leveraging mutual grant support. Goodwill's extensive experience and expertise in workforce development, particularly in addressing the needs of marginalized 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 Goodwill Southern California, 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 Goodwill are poised to make meaningful strides in addressing workforce needs and fostering a thriving community.

Goodwill agrees to support workforce development programs by providing:

1. Collaborate with City and BERC staff on program opportunities to present various events, office hours, and information sessions about Goodwill programs at the BERC;
2. Provide staff needed to host/lead events and programs at the BERC;
3. Communicate with City staff about facility and workshop needs;
4. Provide BERC staff with marketing materials to promote local programs;
5. Coordinate with City staff to schedule BERC classrooms for workshops and programming;
6. Include City staff in planning for future programming opportunities at the BERC and regional opportunities; and
7. Support and actively seek grant and funding opportunities from state, local, federal, and private sources that will provide benefit to local job seekers and business owners for partnership programs with City.

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 job seekers and business owners for partnership programs with Goodwill;

3. Assist with recruiting program participants through promoting the Goodwill programs that occur in Moreno Valley or benefit BERC customers to the general public, regional AJCC partners, and business community;
4. Serve as a liaison between Goodwill, 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 Goodwill programs; and
6. Contribute to and consult on the creation of future Goodwill 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

Goodwill Southern California 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

GOODWILL SOUTHERN CALIFORNIA (GOODWILL)



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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 Goodwill of Southern California (GOODWILL) a 501c3 non-profit that provides annually serves over 30,000 jobseekers, leveraging its expertise in placing former offenders in sustainable jobs and meeting the needs of economically disadvantaged individuals across Los Angeles, Riverside, and San Bernardino Counties through various workforce development centers and programs. The CITY and GOODWILL are collectively referred to herein as the “PARTIES.”

2. Purpose

This MOU outlines the agreement between the PARTIES to work in partnership to host programs and services that provide employment services for job seekers and other special groups living in Moreno Valley and the surrounding region as well as the Moreno Valley Business & Employment Resource Center, an America's Job Center of California (also referred to as “BERC”).

3. Background

Goodwill of Southern California (GOODWILL) is a leading nonprofit organization dedicated to empowering individuals, families, and communities to achieve economic independence and self-sufficiency. With a rich history spanning decades, GOODWILL has been at the forefront of workforce development initiatives, particularly in addressing the needs of marginalized populations such as individuals with criminal backgrounds and those facing economic hardship.

Annually serving more than 30,000 jobseekers across Los Angeles, Riverside, and San Bernardino Counties, GOODWILL brings a wealth of experience and expertise in facilitating job placements and providing comprehensive support services. Recognized for its commitment to social impact, GOODWILL operates a diverse array of workforce development centers and programs tailored to meet the unique needs of the communities it serves.

GOODWILL plays a pivotal role as the operating manager of two of Los Angeles County's America's Job Centers of California (AJCCs), five Career Resource Centers (CRCs), and three WorkSource Centers. Through these strategic partnerships and initiatives, GOODWILL has consistently demonstrated its dedication to fostering economic mobility and opportunity for individuals of all backgrounds.

With a mission-driven approach and a track record of success, GOODWILL continues to be a trusted partner in the advancement of workforce development

and the promotion of inclusive economic growth across Southern California.

4. Program Obligations

A. GOODWILL Obligations:

- a. Collaborate with CITY and BEREC staff on program opportunities to present various events, office hours, and information sessions about GOODWILL programs at the BEREC;
- b. Provide staff needed to host/lead events and programs at the BEREC;
- c. Communicate with CITY staff about facility and workshop needs;
- d. Provide BEREC staff with marketing materials to promote local programs;
- e. Coordinate with CITY staff to schedule BEREC classrooms for workshops and programming;
- f. Include CITY staff in planning for future programming opportunities at the BEREC and regional opportunities; and
- g. Support and actively seek grant and funding opportunities from state, local, federal, and private sources that will provide benefit to local job seekers and business owners for partnership programs with CITY.

B. CITY Obligations:

- a. Provide classroom at the BEREC 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 job seekers and business owners for partnership programs with GOODWILL;
- c. Assist with recruiting program participants through promoting the GOODWILL programs that occur in Moreno Valley or benefit BEREC customers to the general public, regional AJCC partners, and business community;
- d. Serve as a liaison between GOODWILL, regional America's Job Center of California (AJCC) Partners and the Moreno Valley business community;
- e. Utilize CITY and BEREC marketing and promotion channels to promote the GOODWILL programs; and
- f. Contribute to and consult on the creation of future GOODWILL program opportunities at the BEREC.

5. Costs

A. GOODWILL

The CITY acknowledges and agrees that the GOODWILL 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 GOODWILL shall directly pay for staff and program materials needed to run 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

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

GOODWILL 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 GOODWILL, 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 GOODWILL 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 GOODWILL's performance of work hereunder, except that GOODWILL 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 GOODWILL under this agreement.

GOODWILL 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 GOODWILL'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 GOODWILL to perform any action that is beyond its legal authority.

E. Conflict of Interest

No member, official or employee of the CITY or GOODWILL 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 GOODWILL without the prior written consent of CITY.

G. Independent Contractor

The parties hereto agree that GOODWILL 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.

“GOODWILL”

GOODWILL SOUTHERN
CALIFORNIA, a 501c3 non-profit

By: _____
Jessica Rodriguez
Regional Impact Officer

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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