

## **Report to Economic Development Sub-Committee**

**TO:** Economic Development Subcommittee

**FROM:** Cruz Esparza, Economic Development & Housing Director

**AGENDA DATE:** August 13, 2024

**TITLE:** CITY – MVC IMAKE INNOVATION CENTER AND BUSINESS-WORKFORCE DEVELOPMENT PARTNERSHIP - MEMORANDUM OF UNDERSTANDING

### **RECOMMENDED ACTION**

1. Approve the Memorandum of Understanding (MOU) between the City of Moreno Valley and Moreno Valley College for the iMake Innovation Center and Business-Workforce Development Partnership.
2. Authorize staff to execute the MOU as to form all necessary documents with Moreno Valley College.
3. Authorize staff to negotiate and execute future MOU renewals with Moreno Valley College.

### **SUMMARY**

The MOU with Moreno Valley College (COLLEGE) outlines the duties and responsibilities agreed upon to promote and co-create local business and workforce development initiatives, including entrepreneur programs and the iMake Innovation Center, benefiting Moreno Valley residents and businesses.

### **DISCUSSION**

The City of Moreno Valley and Moreno Valley College have a long-standing partnership aimed at enhancing career and technical education, business outreach, and workforce development opportunities. This MOU formalizes the continuation and expansion of this

partnership, focusing on the iMake Innovation Center and various business and workforce development programs.

## **BACKGROUND**

- **Initial Partnership:** On January 12, 2017, the City and College agreed to collaborate on Career and Technical Education (CTE), training, business outreach, and student workforce development.
- **iMake Innovation Center:** In 2017, Moreno Valley College received a \$100,000 Maker Implementation Grant to build the iMake Innovation Center. In 2018, the CITY and COLLEGE formalized their partnership to establish the makerspace.
- **Continuous Collaboration:** Since then, both parties have worked together to create high-paying jobs, enhance the quality of life for residents, retain local talent, encourage student achievement, and support businesses in hiring local graduates.

## **PARTNERSHIP ACHIEVEMENTS**

The CITY and COLLEGE have collaborated in the following key areas:

1. Regular meetings for program development and outreach.
2. Joint business outreach through CITY initiatives like Momentum MoVal Business Visit and Business Roundtable programs.
3. Participation in innovative initiatives such as the Bloomberg Philanthropies' 2018 Mayor's Challenge.
4. Promotion of job opportunities and student services at the CITY's Moreno Valley Business & Employment Resource Center (BERC).
5. Support for the COLLEGE's regional efforts under the California Community Colleges' Strong Workforce program.
6. Participation in job fairs and the CTE Advisory Board.
7. Support for the College Promise program.
8. Promotion of the CITY's Hire MoVal program.
9. Support for the City's Career Day Academy.
10. Co-creation and hosting of the Inland Empire Apprenticeship Expo.
11. Collaborative pursuit of grant opportunities.

## **KEY FOCUS AREAS**

The extended partnership aims to better prepare students and the local workforce in the following areas:

1. Global Supply Chain Management and Logistics
2. Information Technology & Cybersecurity
3. Graphic Design and New Media
4. Business Development and Entrepreneurship
5. Green Technology and Sustainability
6. Health Care
7. STEAM (Science Technology Engineering Arts and Math) Programs
8. Apprenticeships

## **PARTIES' OBLIGATIONS**

### **COLLEGE Obligations:**

1. Manage daily operations and staff for the iMake Innovation Center.
2. Develop curriculum and train staff and students.
3. Provide free access and supplies for projects made within the iMake Innovation Center to Moreno Valley residents and businesses.
4. Manage internship and externship opportunities.
5. Seek funding opportunities for the iMake Innovation Center.
6. Collaborate with the City on Hire MoVal and other initiatives.
7. Support and seek grant opportunities for business and workforce development programs.

### **CITY Obligations:**

1. Serve as a liaison between the iMake Innovation Center, Moreno Valley College, and the business community.
2. Promote the iMake Innovation Center to the public and businesses.
3. Utilize CITY marketing avenues for promotion.

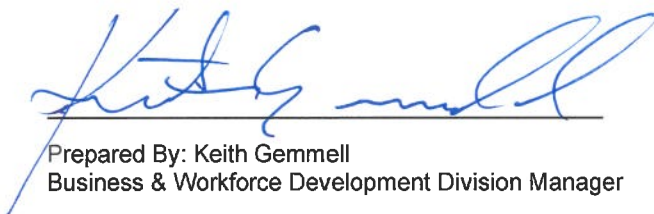
4. Support the COLLEGE's Dual-Enrollment programs.
5. Collaborate on the COLLEGE's efforts to offer four-year degrees.
6. Promote CTE programs at the COLLEGE.
7. Host and provide office and classroom space at BERCC for College programs.
8. Support and seek grant opportunities for business and workforce development programs.
9. Contribute to industry-specific curriculum development.

**FISCAL ANALYSIS**

There is no cost to this MOU.

**ATTACHMENTS**

MOU between City and MVC for iMake Innovation Center and Business-Workforce Development Partnership



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**  
**ECONOMIC DEVELOPMENT & HOUSING DEPARTMENT**  
**AND**  
**RIVERSIDE COMMUNITY COLLEGE DISTRICT ON BEHALF**  
**OF MORENO VALLEY COLLEGE**  
**CAREER AND TECHNICAL EDUCATION**  
**FOR**  
**IMAKE INNOVATION CENTER AND**  
**BUSINESS-WORKFORCE DEVELOPMENT PARTNERSHIP**

## **1. INTRODUCTION**

This Memorandum of Understanding ("MOU") is made and entered into the July 1, 2024, by and between the City of Moreno Valley, a general law city and a municipal corporation of the State of California located in Riverside County, by and through its Economic Development & Housing Department (collectively "CITY") and Riverside Community College District on behalf of Moreno Valley College, a community college located in the State of California, by and through its Career and Technical Education programs (collectively "COLLEGE"). The CITY and COLLEGE are collectively referred to herein as the "PARTIES."

## **2. Purpose**

This MOU outlines the agreement between the PARTIES to work in cooperation to promote and co-create local business and workforce development initiatives within city limits and at Moreno Valley College including entrepreneur programs and the iMake Innovation Center.

## **3. Background**

On January 12, 2017, the City of Moreno Valley and Moreno Valley College signed an interest letter agreeing to create a strategic partnership to further mutually beneficial Career and Technical Education (CTE), training, business outreach and student and workforce development opportunities. That same year, Moreno Valley College was one of 24 colleges to receive a \$100,000 Maker Implementation Grant from the California Community College Chancellor's Office to build a MAKERSPACE.

In 2018, The CITY and COLLEGE enter into this MOU to build on the partnership and to create a makerspace at Moreno Valley College.

Since that time, the makerspace, known as the iMake Innovation Center, was built on campus and the PARTIES have continuously worked together to attract higher-paying jobs, increase the quality of life for residents, encourage local retention of homegrown talent, encourage student achievement, increase college graduation rates, and to incentivize businesses to promote the hiring of local graduates and work collaboratively in the following ways to achieve these ends:

1. Meet regularly to discuss program development, outreach opportunities, and new initiatives;
2. Jointly conduct business outreach through the CITY's Momentum MoVal Business Visit and Business Roundtable programs;
3. Participate in the pursuit and development of innovative initiatives such as the Bloomberg Philanthropies' 2018 Mayor's Challenge;
4. Promote job opportunities and host student services programs at the CITY's

- Moreno Valley Business & Employment Resource Center (BERC);
5. Participate in and mutually support the COLLEGE's regional efforts to implement the California Community Colleges' Strong Workforce program;
  6. Support the COLLEGE's CTE outreach efforts by participating in job fairs and the CTE Advisory Board;
  7. Support the COLLEGE's College Promise program to help fund school costs for participants;
  8. Support the CITY's Hire MoVal program by assisting to promote the Hire A Grad program, a local hire initiative that incentivizes local businesses to hire Moreno Valley graduates;
  9. Support the City's Career Day Academy through promotion to local students and providing guest speakers;
  10. Co-creating and hosting the annual Inland Empire Apprenticeship Expo as well as promoting apprenticeship opportunities within Moreno Valley and the region; and
  11. Collaborate to identify and pursue grant opportunities.

The CITY and COLLEGE recognize that together they are better equipped to accomplish their shared interest in better preparing students and the local workforce for the jobs of today and tomorrow in the following key areas:

1. Global Supply Chain Management and Logistics
2. Information Technology & Cybersecurity
3. Graphic Design and New Media
4. Business Development and Entrepreneurship
5. Green Technology and Sustainability
6. Health Care
7. STEAM (Science Technology Engineering Arts and Math) Programs
8. Apprenticeships

The CITY and COLLEGE enter into this MOU to extend this the partnership and to continue to promote the iMake Innovation Center at Moreno Valley College as a hub for entrepreneurship available to Moreno Valley residents and businesses.

#### **4. Business Incubator/Makerspace Obligations**

- A. COLLEGE Obligations:
  - a. Manage the daily operations and provide staff for the iMake Innovation Center;
  - b. Develop curriculum and train staff and students in a safe, clean environment;
  - c. Provide free access to and supplies for projects made within the iMake Innovation Center to Moreno Valley residents and businesses;
  - d. Manage internship and externship opportunities;
  - e. Seek funding opportunities to support the iMake Innovation Center operation and free community benefits;
  - f. Collaborate with City staff on Hire MoVal and other business &

workforce development initiatives such as but not limited to Career Day Academy and apprenticeships;

- g. Support and actively seek with the CITY grant and funding opportunities for business and workforce development programs from state, local, federal, and private sources;

**B. CITY Obligations:**

- a. Serve as a liaison between the iMake Innovation Center, Moreno Valley College, and the Moreno Valley business community;
- b. Promote the benefits of the iMake Innovation Center to the public and the business community in Moreno Valley;
- c. Utilize CITY marketing and promotion avenues to promote the iMake Innovation Center;
- d. Support and promote the COLLEGE's Dual-Enrollment programs with Moreno Valley and Val Verde Unified School Districts;
- e. Collaborate and support the COLLEGE's efforts to offer four-year degrees;
- f. Support and promote CTE programs at the COLLEGE;
- g. Host and provide office and classroom space the BERC for College programs and promotion of student services;
- h. Support and actively seek with the COLLEGE grant and funding opportunities for business and workforce development programs from state, local, federal, and private sources; and
- i. Contribute to and consult on the creation of industry-specific curriculum needs.

**5. Costs**

**A. COLLEGE Not Obligated for Any Costs**

The CITY acknowledges and agrees that the COLLEGE 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 COLLEGE 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.

**B. CITY Not Obligated for Any Costs**

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



The COLLEGE 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.

## **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 self-insurance acceptable to the other party.

### **B. Indemnity; Hold Harmless**

The Parties shall indemnify and hold harmless each other, their Agencies, Districts, Special Districts and Departments, their respective directors, officers, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability whatsoever, based or asserted upon any acts, services, misconduct or obligations of the indemnifying party, including their respective officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this MOU, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of that party, including their respective officers, employees, subcontractors, agents or representatives. The indemnifying party shall defend, at their sole expense, all costs and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein, the indemnitor shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of indemnitee; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes the indemnitor's indemnification to Indemnitees as set forth herein.

The indemnitor's obligation hereunder shall be satisfied when the indemnitor has provided to indemnitee the appropriate form of dismissal relieving the indemnitee from any liability for the action or claim involved.

The specified insurance limits required in this MOU shall in no way limit or circumscribe the indemnitor's obligations to indemnify and hold harmless the

Indemnitees herein from third party claims.

**C. Alternative Dispute**

The Parties agree that before either party commences any legal or equitable action, action for declaratory relief, suit, proceeding, or arbitration that the Parties shall first submit the dispute to mediation through a mutually acceptable professional mediator in Riverside County. Each party shall bear its own expenses and costs associated with the mediation. The cost of mediator shall be shared equally by the Parties.

**D. Notices**

Any and all notices sent or required to be sent under this MOU shall be mailed to the following addresses, or any other address provided by the Parties in writing; and are deemed delivered one (1) day after their deposit in the United States Mail, postage prepaid:

County: Moreno Valley College  
16130 Lasselle Street  
Moreno Valley, CA 92551  
Attn: Dean of Instruction, Career Technical Education

City: City of Moreno Valley  
Economic Development & Housing Department  
14177 Frederick Street  
Moreno Valley, CA, 92552  
Attn: Economic Development & Housing Director

**E. 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 other.

**F. Legal Authority**

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

**G. Conflict of Interest**

No member, official or employee of the CITY or COLLEGE 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.

#### **H. Confidentiality**

- a. The CITY and COLLEGE shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this MOU. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; CITY or COLLEGE information or data which is not subject to public disclosure; CITY or COLLEGE operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.
- b. The CITY and COLLEGE shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this MOU, except for general statistical information not identifying any person. The CITY or COLLEGE shall not use such information for any purpose other than carrying out the obligations under this MOU. Both Parties shall promptly transmit in writing all third party requests for disclosure of such information. Neither Party shall disclose, except as otherwise specifically permitted by this MOU or by law, any such information to anyone. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.

#### **I. Interpretation and Governing Law; Severability**

This MOU and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California. This MOU shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the Parties hereto, and the rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in interpreting this MOU, all Parties having been represented by counsel in the negotiation and preparation hereof.

Any legal action related to the performance or interpretation of this MOU shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for

a change of venue to another location. In the event any provision in this MOU is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

**J. No Third-Party Beneficiaries**

This MOU is made and entered into for the sole protection and benefit of the Parties hereto and shall not create any rights in any third Parties, including, but not limited to any businesses or individuals participating in the MOU programs, or any affiliates. No other person or entity shall have any right of action based upon the provisions of this MOU.

**K. Section Headings**

The Section headings herein are for the convenience of the Parties only and shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of the provisions or language of this MOU.

**L. Compliance with Laws and Regulations**

By executing this MOU, the Parties agree to comply with all applicable federal, state, and local laws, regulations, and ordinances.

**M. Waiver**

Any waiver by the Parties of any breach of any one or more of the terms of this MOU shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this MOU. Failure on the part of the COLLEGE to require exact, full, and complete compliance with any terms of this MOU shall not be construed as in any manner changing the terms or preventing the CITY from enforcement of the terms of this MOU.

**N. Authority to Execute**

The persons executing this MOU or exhibits attached hereto on behalf of the Parties to this MOU hereby warrant and represent that they have the authority to execute this MOU and warrant and represent that they have the authority to bind the respective Parties to this MOU to the performance of its obligations hereunder.

**O. 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.

**R. 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.

**S. Entire MOU**

This MOU is intended by the Parties hereto as a final expression of their understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof and supersedes any and all prior and contemporaneous agreements and understandings, oral or written, in connection therewith. Any amounts to or clarification necessary to this MOU shall be in writing and acknowledged by all Parties to the MOU.


[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.

**“COLLEGE”**

MORENO VALLEY COLLEGE, a community college in the State of California, by and through its Career and Technical Education Program

By:   
Robin Steinback (Jun 27, 2024 15:53 PDT)

Dr. Robin L. Steinback  
President

Date: 06/27/2024

**“CITY”**

CITY OF MORENO VALLEY, a general law city and a municipal corporation of the State of California located in Riverside County, by and through its Economic Development & Housing Department

By: \_\_\_\_\_  
Mike Lee  
City Manager

Date: \_\_\_\_\_

APPROVED AS TO FORM

APPROVED AS TO FORM





# iMake-BERC\_MVC\_MOU\_2024 Renewal\_FINAL

Final Audit Report

2024-06-27

Created:	2024-06-27
By:	Susan Lauda (susan.lauda@mvc.edu)
Status:	Signed
Transaction ID:	CBJCHBCAABAAZ_tVYnbQsL_bcmJktXOSnPsOPrSAhDG3

## "iMake-BERC\_MVC\_MOU\_2024 Renewal\_FINAL" History

-  Document created by Susan Lauda (susan.lauda@mvc.edu)  
2024-06-27 - 6:10:44 PM GMT- IP address: 204.69.4.7
-  Document emailed to Robin Steinback (Robin.Steinback@mvc.edu) for signature  
2024-06-27 - 6:11:27 PM GMT
-  Document e-signed by Robin Steinback (Robin.Steinback@mvc.edu)  
Signature Date: 2024-06-27 - 10:53:23 PM GMT - Time Source: server- IP address: 204.69.4.7
-  Agreement completed.  
2024-06-27 - 10:53:23 PM GMT