

**AGENDA
ITEM**

16



CITY COUNCIL
AGENDA STAFF REPORT

DATE: February 5, 2025

TO: Mayor and City Council

APPROVED BY: Juan Contreras, Acting City Manager *JAC*

PREPARED BY: Lizeth Legaspi, Library Manager *L. Legaspi*

SUBJECT: Authorize Acting City Manager to Sign Partnership Agreement with Imperial Community College District/Imperial Valley College for FY 2024-25 through FY 2027-28

Recommendation:

Authorize Acting City Manager to sign partnership agreement with Imperial Community College District/Imperial Valley College for FY 2024-25 through FY 2027-28

Background:

Imperial Community College/Imperial Valley College through its Career Services Center is interested in forming a new partnership to place its college students at Camarena Memorial Library to complete an internship service. Students are required to complete 100 hours' service. Imperial Community College/Imperial Valley College will provide worker's compensation insurance for its students participating in the training program.

Participants will be afforded training in areas like general office work, library activities, tutoring and adult literacy. Participants will be always supervised by a full-time city employee and will not be replacing former employees as work assigned is additional activities generated during the year.

Discussion and Analysis:

The Camarena Memorial Library, throughout the years, has used the services of training agencies. The city/library has a current agreement with Imperial Valley College's Work-Study Program. The partnership allows the trainee to learn skills that will contribute to the trainee's transition to employment opportunities in the public or private sector. This training agreement must be renewed every three (3) years.

Potential candidates will go through an interview with library staff and background check before being placed at the library.

Fiscal Impact:

None.

Coordinated With:

None.

Attachment(s):

1. Partnership Site Agreement

ATTACHMENT NO. 1



IMPERIAL VALLEY COLLEGE

CAREER SERVICES CENTER

380 E. Aten Road, Room 1601 – Imperial, CA 92251 – (760) 355-5754
www.imperial.edu/careerservicescenter



PARTNERSHIP SITE AGREEMENT

This Partnership Site Agreement is entered by and between _____ (the "COMPANY") and the Imperial Community College District/Imperial Valley College (the "COLLEGE"). The terms of this agreement shall commence on _____ and end automatically on _____ (the "TERM").

The "COMPANY" has a learning site, located at _____. It operates within all applicable laws and regulations of the State of California and/or County of Imperial.

The "COMPANY" agrees to meet the following conditions:

- It agrees to comply with all appropriate federal, state, and local employment regulations.
- It agrees to provide its premises for use as a learning site for the learning experiences of the college students during the term of this agreement.
- It agrees to provide premises that are safe, appropriate, and meet reasonable quality standards for the program learning experience.
- It agrees to provide a safe working environment for interns adhering to all prevalent COVID guidelines as stipulated by the Imperial County Health Department and/or the California Division of Occupational Safety and Health. Such COVID guidelines shall include but not be limited to sanitizing all work areas, physical separation of students, and face mask as appropriate. (Guidance for Institutions of Higher Ed: <https://files.covid19.ca.gov/pdf/guidance-higher-education--en.pdf>)
- The designated site supervisor agrees to provide adequate supervision, facilities, equipment and materials to attain the stipulated student learning objectives.
- The designated site supervisor will evaluate student performance as requested by "COLLEGE" and approve the student's time sheet.
- The designated site supervisor agrees to meet with the "COLLEGE" Internship & Work Experience Coordinator at least once during the course of the training agreement.
- The "COMPANY" shall, have, defend, hold harmless and indemnify the "COLLEGE", its representatives, officers, directors, and employees from and against all liability, loss or claim of injury to persons or damage to property (including reasonable attorney's fees) arising out of the performance of this agreement, but only in proportion to and to the extent that such liability, loss, or claim of injury to persons or damage to property is caused by or results from the negligent or intentional acts or omissions of the "COMPANY" or its respective officers, employees, or agents.

The COLLEGE agrees to meet the following conditions:

- The "COLLEGE" shall maintain workers' compensation insurance for its students and staff participating in the training program on the COMPANY's premises only if student is a non-paid intern. All paid interns shall be cover by the COMPANY's workers' compensation insurance and liability insurance as stipulated below.
- The "COLLEGE" shall provide workers' compensation including statutory coverage as required by the State of California and including employer's liability with limits not less than \$1,000,000 each accident; \$1,000,000 policy limit bodily injury by disease; \$1,000,000 each employee bodily injury by accident.
- The "COLLEGE" shall provide General Liability coverage with limits not less than \$1,000,000 per occurrence, \$2,000,000 General Aggregate for bodily injury, personal injury, and property damage.
- The parties shall provide certificates of insurance evidencing all coverage described herein, naming the other party as a Certificate holder and as an Additional Insured either by specific endorsement, CG 20 11 or CG 20 26, or a blanket additional insured endorsement applicable "when required by written contract".
- The "COLLEGE" shall require its employees and students to comply with any applicable confidentiality laws and requirements as noticed by the "COMPANY", during the "TERM" of this agreement.
- The "COLLEGE" Internship & Work Experience Coordinator will meet with designated site supervisor at least once during the term of the training agreement.
- The "COLLEGE" shall save, defend, hold harmless and indemnify the "COMPANY", its representatives, officers, directors, and employees from and against all liability, loss or claim of injury to persons or damage



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to property (including reasonable attorney's fees) arising out of the performance of this agreement, but only in proportion to and to the extent that such liability, loss, or claim of injury to persons or damage to property is caused by or results from the negligent or intentional acts or omissions of the "COLLEGE" or its respective officers, employees, or agents.

UNOFFICIAL

Each person signing below hereby warrants and guarantees that he/she is legally authorized to execute this Partnership Site Agreement on behalf of the entity designated below and that his/her signature will bind his/her designated entity to all of the terms of this agreement.

The COMPANY

Company Representative's (Printed Name)

Company Representative's Signature

Date

Email: _____

Phone: _____

The COLLEGE

IVC VP for Academic Services (Printed Name)

IVC VP for Academic Services Signature

Date

Email: _____

Phone: _____