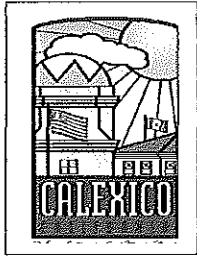


**AGENDA
ITEM**

17



AGENDA STAFF REPORT

DATE: April 7, 2021

TO: Mayor and City Council

APPROVED BY: Miguel Figueroa, City Manager *MV*

PREPARED BY: Norma Gerardo, Recreation Manager *ng*

SUBJECT: Approval of Memorandum of Understanding By and Between City of Calexico and Imperial Community College School District/ Imperial Valley College for Use of Facilities for the Purpose of Providing Courses and Instruction for the Benefit of the Residents of the City of Calexico.

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Recommendation:

Consideration to approve a memorandum of understanding by and between City of Calexico and Imperial Community College School District/Imperial Valley College for use of facilities for the purpose of providing courses and instruction for the benefit of Calexico residents.

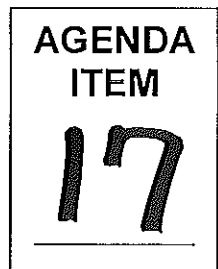
Background:

Imperial Valley College (IVC), at its sole expense, offers a variety of non-credit/community service classes throughout various locations in Imperial County. IVC collaborates with cities in Imperial County to offer community driven courses that are scheduled at times and locations mutually agreed upon that come at no expense for the local government entity.

On November 7, 2018, City Council approved a similar memorandum of understanding between the two parties that was successfully executed from November 14, 2018 to June 30, 2020.

Discussion and Analysis:

IVC, in collaboration with the Calexico Recreation Department, would offer noncredit health and exercise classes for seniors in Calexico. Facility space that holds 15 to 30 people will be required to conduct class instruction. Classes will be free of charge and will require



participants to register as IVC students. The use of facilities will be subject to all established Covid protocols and safety procedures under the guidelines of the Imperial County Public Health Department and/or the California Community College Chancellor's Office (CCCCO).

Fiscal Impact

No impact to General Fund.

Coordinated With:

City Manager's Office.

Attachment

1. Memorandum of Understanding by and between City of Calexico and Imperial Community College School District/Imperial Valley College for the Purpose of Providing Courses and Instruction for the Benefit of the Residents of the City of Calexico.

MEMORANDUM OF UNDERSTANDING FOR USE OF FACILITIES

Imperial Community College District (ICCD)/ Imperial Valley College (IVC) and City of Calexico

July 1, 2021 – June 30, 2023

The Imperial Community College School District (ICCD)/Imperial Valley College (IVC) and the City of Calexico (CITY) enter into this agreement for the utilization of space within the City of Calexico facilities for the purposes of providing IVC courses and instruction for the benefit of the residents of Imperial County. The use of facilities will be subject to all established Covid protocols and safety procedures under the guidelines of the Imperial County Public Health Department and/or the California Community College Chancellor's Office (CCCCO).

IMPERIAL VALLEY COLLEGE (IVC)

IVC at its sole expense will offer a variety of noncredit/community service classes at locations designated by the City effective the fall 2021 semester. Classes shall be scheduled at times and locations mutually agreed upon in writing by both City and IVC.

IVC reserves the right to cancel classes due to low class enrollment and other administrative factors subject to its policies and procedures.

IVC faculty will be required to leave facilities in the original configuration found, including, but not limited to, desks, furniture, and white boards. Computer equipment will not be used unless specifically permitted by City.

IVC will notify the students in such classes to stay within the areas designated for use pursuant to this MOU.

IVC will provide a certificate of commercial liability insurance for the duration of the agreement endorsed to name City as an additional insured and, to the extent required by law, Workers' Compensation coverage in full compliance with California statutory requirements for all employees of IVC.

City of Calexico (CITY)- Responsibilities

City will be responsible for ensuring that designated facilities are open and functional at least 15 minutes prior to the beginning of classes. City will also be responsible for the closing of related facilities at the appropriate ending time. IVC and City may establish alternate mechanisms for the opening and closing of facilities. When IVC holidays and City holidays do not coincide, IVC will be allowed to use the related facilities as necessary and IVC will reimburse City for any applicable extraordinary costs of such use in the amount approved by both parties.

CITY will not charge IVC for the use of the facilities other than such extraordinary costs referenced above.

City will contact the Dean of Economic and Workforce Development to address and resolve any issues related to this MOU.

INDEMNITY AND HOLD HARMLESS

IVC undertakes and agrees to defend, indemnify, and hold harmless CITY and its, officers, employees, and agents from any loss, claim, suit, action, demand, and expense, including, but not limited to, attorney’s fees and costs, damage or liability, damage or destruction of any property, including property of IVC, CITY, or third parties, death or injury to any person, including IVC, IVC’s employees, officers, or agents, that may arise or result from IVC’s negligent acts, errors or omissions, willful or malicious actions of IVC, IVC’s officers, or employees or agents, except for claims, damage, or expense caused by the sole negligence or willful acts or omissions of CITY, its officers, employees, or agents.

CITY undertakes and agrees to defend, indemnify, and hold harmless IVC and its, officers, employees, and agents from any loss, claim, suit, action, demand, and expense, including, but not limited to, attorney’s fees and costs, damage or liability, damage or destruction of any property, including property of IVC, CITY, or third parties, death or injury to any person, including CITY, CITY employees, officers, or agents, that may arise or result from CITY’s negligent acts, errors or omissions, willful or malicious actions of CITY, CITY’s officers, or employees or agents, except for claims, damage, or expense caused by the sole negligence or willful acts or omissions of IVC, its officers, employees, or agents.

This MOU will terminate on June 30, 2023. CITY and IVC reserve the right to terminate this Agreement without cause with a minimum 30-day notice to be effective at the end the respective IVC semester.

Miguel Figueroa, City Manager
City of Calexico

Date

Martha Garcia, Ed.D., Superintendent/President
Imperial Community College District

Date