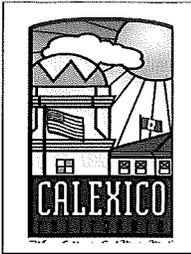


**AGENDA  
ITEM**

**19**



# AGENDA STAFF REPORT

**DATE:** November 7, 2018

**TO:** Mayor and City Council

**APPROVED BY:** David B. Dale, City Manager *MF for D.D.*

**PREPARED BY:** Miguel Figueroa, Assistant City Manager *MF*

**SUBJECT:** 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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## Recommended Action

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.

## Discussion

IVC, in collaboration with the Calexico Community Services Department, would offer noncredit health and exercise classes for seniors in Calexico during the spring semester starting the week of February 11, 2019. Facility space that holds 20 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.



**Fiscal Impact**

No impact to General Fund

**Coordinated With:**

City Attorney

**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**

**November 14, 2018 – June 30, 2020**

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 the City of Calexico.

## **IMPERIAL VALLEY COLLEGE (IVC)**

IVC at its sole expense will offer a variety of noncredit/community service classes at locations designated by the City beginning within the spring 2018 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, 2020. 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.

\_\_\_\_\_  
Lewis Pacheco, Mayor  
City of Calexico

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date