

**STANDARD INTER-AGENCY SERVICES AGREEMENT**

THIS AGREEMENT is entered into this 13th day of July 2021, by and between Southwestern Community College District, 900 Otay Lakes Road, Chula Vista, California 91910 ("District") and the City of Imperial Beach ("Agency").

**RECITALS**

WHEREAS, fire safety personnel can best serve the public in emergency situations when personnel receives continuing education in fire science and technology and are to take continuing education fire science courses; and

WHEREAS, the needs of the public are best served when participating agencies are trained in the same firefighting techniques to facilitate mutual aid; and

WHEREAS, the public interest, convenience and general welfare will be served by coordinating the educational needs of the participating Agencies; and

WHEREAS, under Education Code section 78021, Southwestern Community College District desires to contract Agency as an independent contractor to the District to provide for the educational services required; and

WHEREAS, Agency, has the personnel, expertise and equipment to provide the educational services required by this Agreement.

**TERMS AND CONDITIONS**

NOW THEREFORE, Agency and District agree as follows:

1. Services: Agency shall provide classroom and practical education courses to District as set forth in Attachment A, which is incorporated in this Agreement by reference as though set forth in full.
2. This Agreement shall become effective on August 1, 2021 and terminate on July 31, 2024 unless terminated earlier pursuant to paragraph three (3) below. The Agreement's term shall run for a period of three (3) years from the Effective Date.
3. Termination: Notwithstanding the paragraph above, District or Agency may terminate this Agreement at any time and for any reason, by giving specific written notice to the other party of the intent to terminate and specifying the effective date of the termination, at least thirty (30) days before the effective date of the termination.

4. Fees and Expenses:

- a. The Agreement provides Agency with tuition reimbursement for services provided by Agency.
- b. Tuition cost per unit will apply each semester. Standard Off-Campus student health fee will be paid also.
- c. Reimbursement will be paid for one unit per semester (54 hours) or 1.5 units per semester (80 hours). Students will be required to meet the required number of hours. Reimbursement will not be made for reduced hours. Reimbursement to Agency by District will be split 70% to the District and 30% to the Agency for all Full Time Equivalent Students (FTES) earned for student hours.
- d. Registration fees will be paid at the end of each semester, and be deducted from the FTES earned. The Agency shall supply mutually acceptable documentation of the number of student contract hours provided by Agency.
- e. All documentation must be received by the District within thirty (30) days after the semester ends, or reimbursement will not be paid to Agency.

5. Claims Arising From Sole Acts or Omissions of the District: District agrees to defend and indemnify the Agency, and its agents, officers and employees, from any claim, action or proceeding against Agency, arising solely out of the acts or omissions of District in the performance of this Agreement. At its sole discretion, Agency may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve District of any obligation imposed by this Agreement. Agency shall promptly notify District of any claim, action or proceeding and cooperate fully in the defense.

6. Claims Arising From Sole Acts or Omissions of Agency: Agency agrees to defend and indemnify District, and its respective agents, officers and employees, from any claim, action or proceeding against District, arising solely out of the acts or omissions of Agency in the performance of this Agreement. At its sole discretion, District may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve Agency of any obligation imposed by this Agreement. District shall promptly notify Agency of any claim, action or proceeding and cooperate fully in the defense.

7. Claims Arising From Concurrent Acts or Omissions: Agency agrees to defend itself and District agrees to defend itself, from any claim, action or proceeding arising out of the concurrent acts or omissions of Agency and District. In such cases, Agency and District agree to retain their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs, except as provided in subsection 9 below.
8. Joint Defense: Notwithstanding subsection seven (7) above, in cases where Agency and the District agree in writing to a joint defense, Agency and District may appoint joint defense counsel to defend the claim, action or proceeding arising out of the concurrent acts or omissions of Agency and District. Joint defense counsel shall be selected by mutual agreement of the parties. The parties further agree that no party may bind the other party to a settlement agreement without the written consent of the other party.
9. Reimbursement and/or Reallocation: Where a final judgment of a court award allocates or determines the comparative fault of the parties, Agency and District may seek reimbursement and/or reallocation of defense costs, settlement payments, judgments and awards, consistent with such comparative fault.
10. Termination for Cause: District may terminate this Agreement and be relieved of any consideration to Agency should Agency fail to perform the services required by this Agreement at the time and in the manner provided. In the event of such termination, the District may proceed with the work in any manner deemed proper by the District. The cost to the District for obtaining an alternative service provider shall be deducted from any sum due the Agency under this Agreement, and the balance, if any, shall be paid to the Agency.
11. Non-Assignment: The Agreement shall not be assigned by Agency either in whole or in part. Any such purported assignment voids this Agreement.
12. Defined Services: The services, work and deliverables required in the Inter-Agency Services described in Attachment A shall be referred to as the "Defined Services." Failure to complete the Defined Services by the times indicated does not, except at the option of Agency, operate to terminate this Agreement.
13. Entire Agreement. This Agreement, together with any other written document referred to or contemplated by this Agreement, embody the entire Agreement and understanding between the parties relating to the subject matter of the Agreement. Neither this Agreement nor any provision of the Agreement may be amended, modified, waived or discharged

except by an instrument in writing executed by the party against which enforcement of such amendment, waiver or discharge is sought.

**City of Imperial Beach**

**Southwestern Community  
College District**

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

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

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Tyler Foltz

Name: Mark Sanchez, Ed.D.

Title: City Manager

Title: Superintendent/President

Originator: Silvia Cornejo, Dean  
Higher Education Centers at Otay Mesa & San Ysidro  
Phone: (619) 216-6754

## ATTACHMENT A

**INTER-AGENCY SERVICES  
TO BE PROVIDED BY:  
City of Imperial Beach**

1. **Teaching Approved Curriculum.** All student contract hours submitted by Agency to District shall be instruction that has either been approved by the District's Curriculum and Instructional Council, or has been accepted as a topics course and approved by the District's Chief Instructional Officer.
2. **Instructor Qualifications.** All instructors from Agency are required to meet the District's minimum or equivalent qualifications for hiring as part-time Fire Technology Instructors.
3. **Equipment.** Agency will provide line-of-sight supervision for instructors. Instruction will include the use of Agency's specialized equipment, facilities, all handouts, and instructors with specific expertise.
4. **Non-overlap With Other Funding Sources.** Instructional hours are conducted as full time equivalent students ("FTES") under courses through the Fire Technology Department at Southwestern College, which also have been or will be submitted for California Joint Apprenticeship Committee and/or JPTA funding.
5. **Enrollment of Students.** District will supply current student enrollment forms to Agency. Agency will return properly completed enrollment forms and enrollment fees to District prior to the beginning of instruction. Agency recognizes that out-of-state tuitions fees will be charged for students who are not California residents. Student attendance and achievement records will be maintained by District and be available for review by students and instructors at normal business hours.
6. **Instructional Activities.** The Administrators of District and Agency (or their designees) will meet at mutually agreed upon intervals to plan curriculum and review class hours to insure performance objectives are met, and to schedule and budget for instructional activities. The joint consent of District and Agency shall be required before any instructional activity is approved. Instructional activity will include supervision and evaluation of students and student withdrawal prior to completion of a course.

7. **List of Course(s) or Course Topics.** District will make available to Agency a list of all courses included in the course catalog and additional topics classes consistent with college standards for curriculum adoption.
8. **Services.** District and Agency will insure that ancillary and support services such as counseling, guidance, and placement assistance are available to all students and that enrollment in courses is open to any person who has been admitted to the college and has met applicable prerequisites.

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