

INTER-AGENCY INSTRUCTIONAL SERVICES AGREEMENT

This Inter-Agency Instructional Services Agreement (“Agreement”) is entered into this ____ day of ____ July ____, 2021 by and between the San Bernardino Community College District with its principle place of business located at 550 E Hospitality Ln Suite 200, San Bernardino, CA 92408 (“District”) and City of Rialto with its principle place of business located at 150 S. Palm Avenue, Rialto, CA 92376 (“City”). District and City are sometimes hereinafter individually referred to as “Party” or collectively referred to as the “Parties.”

RECITALS

WHEREAS, pursuant to Government Code Section 53060 and Education Code Section 78021, the San Bernardino Community College District desires to contract with City as an independent contractor to the District; and

WHEREAS, City has the personnel, expertise, and equipment to provide instructional services for the District, and the District wishes to contract with the City for the provision of those instructional services; and

WHEREAS, the public's interest, convenience and general welfare will be served by this contract.

NOW THEREFORE, in consideration of the following covenants, conditions and agreements, the Parties hereto agree as follows:

1. TERM AND TERMINATION. This Agreement shall be effective July 1st 2021, to June 30th, 2024 (“Term”).
 - a) Either party may terminate this Agreement without cause by giving thirty (30) days prior written notice to the other party of its intention to terminate. In the event an instructional course is in progress, any written notice to terminate with or without cause shall become effective at the completion of the instructional course.
 - b) In the event of a material breach of this Agreement, the aggrieved party may terminate this Agreement by giving thirty (30) days' prior written notice of termination to the breaching party. If the breach is not cured, the Agreement shall terminate at the end of the thirty (30) day period.
 - c) Notwithstanding the foregoing, in the event the Program (defined below) is discontinued by the District during the Term of this Agreement, this Agreement shall immediately terminate without further action by the Parties hereto.
2. AGENCY'S RESPONSIBILITIES:
 - a) Services. City shall be responsible for teaching the following course:

Fire 504 - Advanced Firefighter Continuing Education

In addition to the specific course noted above, the City will be available to teach the courses and curriculum set forth in Attachment 1, attached hereto and incorporated herein. Other courses may be added by mutual consent of both Parties.

- b) Instructor Qualifications: All student contact hours submitted by the City to the District shall have been taught under the line of sight supervision of instructors who meet the District's minimum or equivalent qualifications for hiring as part-time Fire Technology Instructors. This expertise is furnished at the expense of the City. The services include the use of their specialized equipment, facilities, all handouts, and instructors with specific expertise.
- c) Enrollment of Students: The District will supply current student enrollment forms (electronically if applicable) to the City who will return properly completed enrollment forms (electronically if applicable) to the District prior to beginning instruction.
- d) Student Attendance Records. City will maintain records of student attendance and achievement. Records will be open for review at all times by officials of the District and submitted on a schedule developed by the District.
- e) Applicable Law. City agrees to comply with all federal, state, and local laws, rules, regulations, and ordinances that are now or may in the future become applicable to City, City's business, equipment, and personnel engaged in operations covered by this Agreement or occurring out of the performance of such operations.

3. DISTRICT'S RESPONSIBILITIES

- a) Educational Program. The educational program provided under this Agreement is the sole responsibility ("Program") of the District. When a course is offered for credit, participants in the course will earn academic credit in accordance with District policy regarding eligibility, attendance, course work, examinations, and related policies and procedures. Accordingly, District retains responsibility for the Program and/or courses offered pursuant to this Agreement.
- b) Supervise and Control Instruction. The instruction claimed for apportionment under this contract shall be under the immediate supervision and control of a District employee (Title 5, Section 58058) who has met the minimum qualifications for instruction in a vocational subject in a California community college.
- c) Instructor Who Is Not a District Employee - District's Responsibilities. Where City's instructor is not a paid employee of the District, the District shall have a written agreement with each such instructor who is conducting instruction for which Full time Equivalency Students ("FTES") are reported. The agreement

shall state that the District has the primary right to control and direct the instructional activities of City's instructor.

- d) Qualifications of Instructors. District shall list the minimum qualifications for instructors teaching courses pursuant to this Agreement. Such qualifications shall be consistent with requirements specified by the District.
- e) District's Control of and Direction for Instructors. District shall provide instructors with an orientation, instructors manual, course outlines, curriculum materials, testing and grading procedures, and any of the other necessary materials and services that it would provide to its hourly instructors on campus.
- f) Courses of Instruction. It is the District's responsibility to ensure that the course outline of records are approved by the District's curriculum committee pursuant to Title 5 course standards, and that the courses have been approved by the District's board of trustees.
- g) Different Section of Courses. District shall have procedures to ensure that faculty teaching different sections of the same course teach in a manner consistent with the approved outline of record for that course. Such procedures apply to the faculty and courses that are the subject of this contract, and the students shall be held to a comparable level of rigor.
- h) Enrollment. District will advise City of the enrollment period, student enrollment fees, the number of class hours sufficient to meet the stated performance objectives, policy regarding the supervision and evaluation of students, and the procedure applicable to the withdrawal of students prior to completion of a course or program.
- i) Approval of Degree and Certificate Programs. District is responsible to ensure that degree and certificate programs have been approved by the State Chancellor's Office and courses that make up the programs must be part of the approved programs, or District must have received delegate authority to separately approve those courses locally.
- j) Funding Source. District shall certify that it does not receive full compensation for the direct education costs of the course from any public or private agency, individual, or group.
- k) Classes Outside District Boundaries. If classes are to be located outside the boundaries of the District, District will comply with any legal mandates related to adjoining high school or community college districts and use of non-district facilities.
- l) Certification. District is responsible for obtaining certification verifying that the instruction activity to be conducted will not be fully funded by other sources. (Title 5, Section 58051.5)

4. FEES

- a) City Fee and Expenses. The fee to be paid by District for the services and materials to be supplied hereunder is: Three dollars and fifty cents (\$3.50) per student contract hour, not to exceed 20,000 student contract hours or for 38 FTES per fiscal year. Annual limits shall not be exceeded without the expressed written permission from Dean of Career Education and Human Development. The City shall document student contract hours based on actual attendance as recorded in the City's training records management system during the course.
- b) Invoices. The City shall invoice the District at the conclusion of each instructional course, supplying mutually acceptable documentation of student contact hours for each course.
- c) Tuition. It is mutually agreed that City can choose to deduct tuition fees from the total dollar amount per student contact hour paid to City by District.

5. TERMS AND CONDITIONS

- a) Facilities. City and District agree that the course shall be held at facilities that are clearly identified as being open to the general public. (Title 5, Section 58051.5)
- b) Open Enrollment. District and City agree that enrollment in the course must be open to any person who has been admitted to the college and has met any applicable prerequisites. (Title 5, Sections 51006 and 59106) The District's policy on open enrollment is published in the college catalogue and schedule of classes (Title 5, Section 51006), along with a description of the course and information about whether the course is offered for credit and is transferable. (Title 5, Section 55005)
- c) Support Services for Students. District shall ensure that ancillary and support services are provided for the students (e.g. Counseling and Guidance, and Placement Assistance).
- d) Indemnification. The District shall defend, indemnify and hold City harmless from and against any and all liability, loss, expense, reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, reasonable attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the District, its officers, agents, employees, Students, or District Instructors (if applicable).

City shall defend, indemnify and hold the District harmless from and against any and all liability, loss, expense, reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, reasonable attorneys' fees, or

claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of City, its officers, agents, or employees.

- e) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement. Any such counterpart containing an electronic or facsimile signature shall be deemed an original.
- f) Independent Contractors. It is understood that this is an Agreement by and between independent contractors and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture of association, or any other relationship whatsoever other than that of independent contractor.
- g) Assignment. This Agreement shall not be assigned by City either in whole or in part. Any such purported assignment voids this Agreement.
- h) Force Majeure. Neither party shall be responsible for delays or failure in performance resulting from acts beyond the control of such Parties. Such acts shall include, but not be limited to, Acts of God, labor disputes, civil disruptions, acts of war, epidemics, pandemics, fire, electrical power outages, earthquakes or other natural disasters.
- i) Notices. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

If to District:

San Bernardino Community College District
ATTN: Steve J. Sutorus, Business Manager
550 E. Hospitality Lane, Suite 200
San Bernardino, CA 92408
909-382-4031

If to City;

City of Rialto Fire Department
Attn: Sean Grayson, Fire Chief
31 South Willow Avenue
Rialto, CA 92376

- j) Time Is of the Essence. Time is of the essence for each of the provisions of this Agreement, and all the provisions of this Agreement, shall extend to and be binding upon the heirs, executors, administrators, successors, and assigns of the respective Parties hereto.

- k) Choice of Law. This Agreement shall be interpreted, construed, and governed both as to validity and to performance of the Parties in accordance with the laws of the State of California.
- l) Modifications. No modifications or variations of the terms of this Agreement shall be valid unless made in writing and signed by the Parties hereto, and no oral understanding or agreements not incorporated herein shall be binding on any of the Parties hereto.
- m) Insurance. Each Party to this Agreement shall insure or self-insure its activities in connection with this Agreement and obtain, keep in force and maintain during the term hereof insurance or self-insurance insuring against the peril of bodily injury, personal injury, property damage and including a contractual liability endorsement with a limit of liability at least one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate; California Workers' Compensation Insurance on their employees performing any services under this Agreement; and, such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of the Parties against other insurable risks relating to performance. Certificates of insurance, or other satisfactory documentation, evidencing that the insurance coverage specified herein is in full force and effect throughout the term of this Agreement may be requested by either party.
- n) Equal Employment Opportunity Clause. The Parties to this contract agree to promote equal employment opportunities through its policies and regulations. This means that both Parties will not discriminate, nor tolerate discrimination, against any applicant or employee because of race, color, religion, gender, gender identity, sexual orientations, national origin, age, disabled, or veteran status. Additionally, the Parties will provide an environment that is free from sexual harassment, as well as harassment and intimidation on account of an individual's race, color, religion, gender, gender identity, sexual orientation, national origin, age, disability, or veteran status.
- o) Severability. Should any part of this Agreement be declared through a final decision by a court or tribunal of competent jurisdiction to be unconstitutional, invalid, or beyond the authority of either party to enter into or to carry out, such decision shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect, provided that the remainder of this Agreement, absent the unexercised portion, can be interpreted reasonably to give effect to the intentions of the Parties.

- p) Execution. By their signatures below, each of the following represents that they have authority to execute this Agreement and to bind the party on whose behalf their execution is made.

CITY OF RIALTO, a municipal
corporation

SAN BERNARDINO COMMUNITY
COLLEGE District

By: _____

By: _____

Name: Marcus Fuller

Name: Steven J. Sutorus

Title: City Manager

Title: Business Manager

Date: _____

Date: _____

ATTEST:

By: _____
Barbara A. McGee, City Clerk

APPROVED AS TO FORM:

Burke, Williams & Sorensen, LLP

By: _____
Eric S. Vail, City Attorney

Attachment 1

Rope Rescue Operations
Truck Operations
Fire Hose Evolutions
Ground Ladder Evolutions
Recruit Orientation Academy
State Mandated EMS Curriculum – 24 Hour Minimum (Annually)
EVOC (Emergency Vehicle Operator Course)
Confined Space Awareness
Hazard Material First Responder
Engine Company Operations
Wildland

National Fire Protection Association:

1500 Occupational Safety
1561 Incident Command System
1584 Rehabilitation for Emergency Responders