

## INTER-AGENCY INSTRUCTIONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into this July 1<sup>st</sup>, 2024, by and between the Riverside Community College DISTRICT/ Moreno Valley College (herein after referred to as "DISTRICT"), 20629 11<sup>th</sup> Street., Riverside, CA 92518 and the City of Riverside (herein after referred to as "AGENCY")

### **RECITALS**

**WHEREAS**, under Government Code Section 53060 and Education Code Section 78021, the DISTRICT desires to contract with the AGENCY as an independent contractor to the DISTRICT for instructional services; and

**WHEREAS**, AGENCY has the personnel, expertise and equipment to provide the special services required herein; and

**WHEREAS**, the public interest, convenience and general welfare will be served by this contract;

**NOW THEREFORE**, AGENCY and DISTRICT agree to the following:

### **PROVISIONS OF THE AGREEMENT**

#### **A. AGENCY'S RESPONSIBILITIES:**

1. Services. AGENCY's responsibility shall be to diligently furnish to the DISTRICT the services as set forth in Attachment A, hereby incorporated into this Agreement by this reference.
2. Student Attendance Records. Records of student attendance and achievement will be maintained by AGENCY. Records will be open for review at all times by officials of the DISTRICT and submitted to the DISTRICT when requested to meet reporting requirements of the State Chancellor.

#### **B. DISTRICT'S RESPONSIBILITIES:**

1. Educational Program. DISTRICT is responsible for the educational program that will be conducted on site.
2. Supervise and Control Instruction. The instruction to be claimed for apportionment under this contract shall be under the immediate supervision and control of a DISTRICT employee who has met the minimum qualifications for instruction in a vocational subject in a California community college.
3. Instructor of Record.  
Where AGENCY'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 to be reported. The agreement shall state that the DISTRICT has the primary right to control and direct the instructional activities of AGENCY's instructor.

4. Special Topics Lecturer. DISTRICT shall list the minimum qualifications for instructors teaching these courses. Such qualifications shall be consistent with requirements in other similar courses given within the DISTRICT.
5. 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 regular instructors on campus.
6. Courses of Instruction. As specified in Attachment A to this Agreement. The DISTRICT's will make available to the AGENCY all courses listed in the course catalog and additional topics classes consistent with DISTRICT standards for curriculum adoption. DISTRICT will ensure course outlines of record for such courses are approved by the DISTRICT's curriculum committee as meeting Title 5 course standards, and that the courses have been approved by the DISTRICT's board of trustees.
7. Different Sections of Courses. DISTRICT shall have procedures that 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.
8. Enrollment. DISTRICT will advise AGENCY 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, the procedure applicable to the withdrawal of students prior to completion of a course or program.
9. Obtaining Approval of Degree and Certificate Program. It is required 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 delegated authority to separately approve those courses locally.
10. Classes Held Outside of DISTRICT. If the classes are to be located outside the boundaries of the DISTRICT, the DISTRICT must comply with the requirements of Title 5, concerning approval by adjoining high school or community college DISTRICTs and use of non-DISTRICT facilities.
11. 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.
12. Certification. DISTRICT is responsible for obtaining verification that the instruction activity to be conducted will not be fully funded by other sources.

C. FEE

1. AGENCY Fee and Expenses. The fee to be paid by DISTRICT for the services and materials to be supplied hereunder is: \$3.50 per student contact hour.

a. Invoices. The AGENCY shall invoice the DISTRICT at intervals prescribed by the DISTRICT, supplying documentation acceptable to the DISTRICT of student contact hours. Instructor will turn in reports directly to AGENCY after class has concluded. Invoices shall be sent to Moreno Valley College, 20629 11<sup>th</sup> Street, Riverside, CA 92518.

2. DISTRICT Enrollment Fees. The DISTRICT shall invoice the DEPARTMENT for enrollment fees set forth by the State Legislature and other fees meeting the requirements set forth in the Student Fee Handbook by the California Community Colleges Chancellor's Office. The AGENCY recognizes that out-of-state tuition fees will be charged for students who are not California residents. The invoice will be sent to 20629 11<sup>th</sup> Street, Riverside, CA, 92518 upon course completions. The invoice must include course name, course date, first and last name of student and the cost for each student.

#### D. TERMS AND CONDITIONS

1. Facilities. AGENCY and DISTRICT agree that the course shall be held at facilities that are clearly identified as being open to the general public.
2. Open Enrollment. DISTRICT and AGENCY 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. The DISTRICT's policy on open enrollment is published in the DISTRICT catalogue and schedule of classes (California Code of Regulations, Title 5, Section 51006), along with a description of the course and information about whether the course is offered for credit and is transferable. Class will also be advertised on the AGENCY website.
3. Support Services for Students. Both AGENCY and DISTRICT shall ensure that ancillary and support services are provided for the students ( e.g. Counseling and Guidance, and Placement Assistance).
4. Indemnification. DISTRICT shall indemnify and hold harmless the AGENCY, and the AGENCY'S employees, officers, managers, agents and council members from any liability, claim, damage or action whatsoever, arising out of the sole negligence or willful misconduct of DISTRICT, its officers, employees, subcontractors, agents or including but not limited to property damage, bodily injury, or death. DISTRICT shall defend, at its sole cost and expense, including but not limited to attorney fees, cost of investigation, defense and settlement or awards, the AGENCY and the AGENCY'S employees, officers, managers, agents and council members in any such action or claim. With respect to any action or claim subject to indemnification herein by DISTRICT, DISTRICT shall, at its sole cost, have the right to use counsel of its own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of AGENCY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes DISTRICT indemnification of AGENCY. DISTRICT'S obligations hereunder shall be satisfied when DISTRICT has provided to AGENCY the appropriate form of dismissal (or similar document) relieving the AGENCY from any liability for the action or claim involved. The specified insurance limits required in this Agreement shall in no way limit or circumscribe DISTRICT'S obligations to indemnify and hold harmless the AGENCY.

AGENCY shall indemnify and hold harmless the DISTRICT, and the DISTRICT'S employees, officers, managers, agents and board members from any liability, claim, damage or

action whatsoever, arising out of the sole negligence or willful misconduct of AGENCY, its officers, employees, subcontractors, agents or including but not limited to property damage, bodily injury, or death. AGENCY shall defend, at its sole cost and expense, including but not limited to attorney fees, cost of investigation, defense and settlement or awards, the DISTRICT and the DISTRICT'S employees, officers, managers, agents and board members in any such action or claim. With respect to any action or claim subject to indemnification herein by AGENCY, AGENCY shall, at its sole cost, have the right to use counsel of its own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of DISTRICT; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes AGENCY'S indemnification of DISTRICT. AGENCY'S obligations hereunder shall be satisfied when AGENCY has provided to DISTRICT the appropriate form of dismissal (or similar document) relieving the DISTRICT from any liability for the action or claim involved. The specified insurance limits required in this Agreement shall in no way limit or circumscribe AGENCY'S obligations to indemnify and hold harmless the DISTRICT.

5. Term of Agreement. This agreement shall be effective as of the date signed, and shall continue in effect for five years. Either party may cancel or terminate this Agreement without cause upon thirty (30) days prior written notice given to the other party.
6. Termination for Cause. The DISTRICT may terminate this Agreement and be relieved of any consideration to AGENCY should AGENCY fail to perform the covenants herein 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 shall be deducted from any sum due to the AGENCY under this Agreement.
7. Notices. Any notices to be served pursuant to this Agreement shall be considered delivered when deposited in the United States mail and addressed to:

CITY OF RIVERSIDE FIRE DEPARTMENT  
City Manager  
3401 University Ave.  
Riverside, CA 92501

RIVERSIDE COMMUNITY  
COLLEGE DISTRICT  
Dean of Instruction  
Moreno Valley College  
20629 11<sup>th</sup> Street  
Riverside, CA 92518

Provisions of this section do not preclude any notices being delivered in person to the addresses shown above. Delivery in person shall constitute service hereunder, effective when such service is made.

8. Assignment. This Agreement shall not be assigned by AGENCY either in whole or in part. Any such purported assignment voids this Agreement.
9. 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 and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

10. Amendments. No amendments 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.

11. Disputes.

- a. Any dispute concerning a question of fact arising under the terms of this agreement which is not disposed within a reasonable period of time (ten days) by the parties normally responsible for the administration of this agreement shall be brought to the attention of the chief administrative officer (or designated representative) of each organization for joint resolution;
- b. In the event a joint resolution cannot be reached between the parties and litigation or arbitration ensues between the parties to enforce any of the provisions of this agreement or any right of either party to this agreement, the unsuccessful party to such litigation or arbitration agrees to pay to the successful party all costs and expenses, including reasonable attorney's fees, incurred therein by the successful party, all of which shall be included in and as part of the judgment rendered in such litigation or arbitration.

E. EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

1. 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, 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, sexual orientation, national origin, age, disability, or veteran status.

F. ELECTRONIC SIGNATURES


1. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (“CUETA”) Cal. Civ. Code, §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

IN WITNESS WHEREOF, the parties have executed this Agreement hereto on the day and year first written above.

AGENCY:  
City of Riverside

DISTRICT:  
Riverside Community College DISTRICT

By: \_\_\_\_\_  
Mike Futrell  
City Manager

By:  \_\_\_\_\_  
Aaron Brown  
Vice Chancellor,  
Business and Financial Services

Attest: \_\_\_\_\_  
City Clerk

  
Rahman Gerren (Jan 13, 2025 09:41 PST)  
\_\_\_\_\_  
Approved as to Form  
Deputy City Attorney

ATTACHMENT A INTER-  
AGENCY SERVICES TO BE  
PROVIDED:

1. **Teaching Approved Curriculum:** All student contact hours submitted by the "AGENCY" to Riverside Community College DISTRICT shall be part of a course of instruction that has either been approved by the DISTRICT's Curriculum and Instruction Council, or has been accepted as a topics course and approved by the DISTRICT's Chief Instructional Officer.
2. **Instructor Qualifications:** All student contact hours submitted by the "AGENCY" 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 "AGENCY". The services include the use of their specialized equipment, facilities, all handouts, and instructors with specific expertise.
3. **Non-overlap With Other Funding Sources:** The above instructional hours are conducted as full time equivalent students (FTES) under courses through the Fire Technology Department of the DISTRICT and The "AGENCY" certifies that no student contact hours will be submitted to the DISTRICT which also have been or will be submitted for California Joint Apprenticeship Committee, JPT A funding or state sponsored colleges.
4. **Enrollment of Students:** The DISTRICT will supply current student enrollment forms to the "AGENCY". The AGENCY will return properly completed enrollment forms and enrollment fees to the DISTRICT. The AGENCY recognizes that out-of-state tuition fees will be charged for students who are not California residents. Student attendance and achievement records will be maintained by the AGENCY and be available for review at normal business hours.
5. **Instructional Activities:** The Administrators of Riverside Community College DISTRICT and the "AGENCY" and/or their designees will meet at mutually agreed intervals to plan, review class hours to meet performance objectives, schedule and budget for instructional activities; the joint consent of the DISTRICT and the AGENCY shall precede any instructional activity and include supervision and evaluation of students and student withdrawals prior to completion of a course.
6. **List of Course(s) Or Course Topics:** The DISTRICT will make available to the AGENCY all courses listed in the course catalog and additional topics classes consistent with DISTRICT standards for curriculum adoption.
7. **Services:** The DISTRICT and the contract AGENCY will ensure 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 DISTRICTS' colleges and has met applicable prerequisites.