



STANDARD INTER-AGENCY SERVICES AGREEMENT

THIS AGREEMENT is entered into by and between the Palomar Community College District, 1140 W. Mission Rd., San Marcos, California 92069 (“District”) and the City of, (“Agency”).

RECITALS

WHEREAS, under Government Code 53060 and Education Code 78021, Palomar Community College District desires to contract Agency as an independent contractor to the District; 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;

TERMS AND CONDITIONS

NOW THEREFORE, Agency and District agree as follows:

1. Services – Agency shall diligently furnish to the District the services as set forth in Attachment A, hereby incorporated in this Agreement by this reference.
2. This Agreement shall continue until terminated upon 30 days prior written notice given by either party. Either party may terminate without cause.
3. Agency fee and Expenses – The fee to be paid by the district for the services and materials to be supplied hereunder is \$3.50 per student contract hour. The Agency shall invoice the District at the end of each semester, supplying mutually acceptable documentation of student contact hours.
4. The Agency shall indemnify, defend and save the District, agents and employees harmless from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, laborers and any other persons, firms, or corporations furnishing or supplying work, services, materials or supplies who may be injured or damaged by the Agency in the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Agency in the performance of this Agreement. The Agency shall provide necessary worker’s compensation insurance for its employees at Agency’s own cost and expense.
5. The District shall indemnify, defend and save the Agency, its officers, agents and employees harmless from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, laborers and any persons, firm, or corporations furnishing or supplying work, services, materials or supplies who may be injured or damaged by the District in the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the District in the performance of this Agreement. The District shall provide necessary worker’s compensation insurance for its employees at District’s own cost and expense.

6. 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 of the District shall be deducted from any sum due the Agency under this Agreement, and the balance, if any, shall be paid the Agency.

7. This Agreement is personal and shall not be assigned by Agency either in whole or in part. Any such purported assignment voids this Agreement.

8. 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.

9. No alteration or variation 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, and no alterations or variations of the terms of this Agreements unless made in writing between parties hereto, shall be binding on any of the parties hereto.

DURATION OF CONTRACT

1. This agreement is effective August 22, 2016 through August 21, 2021; a period of time not to exceed five (5) years, but may be terminated by either party hereto by serving notice in writing of the intention to so terminate to the other party. Any such intention to terminate shall become effective at the conclusion of the school year during which the notice is received. For the purposes of this section a school year shall be between September 1st and June 30th of the following year.

2. This agreement shall be reviewed annually by the administrative staffs of DISTRICT and AGENCY

3. This Agreement may be amended at any time on the written approval of both parties hereto.

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

ATTN: Debbi Claypool, Contract Services

Name of Agency: Palomar Community College District

Address: 1140 West Mission Road
San Marcos, CA 92069-1498

Date: _____

Date: _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

ATTACHMENT A

INTER-AGENCY SERVICES

TO BE PROVIDED BY:

City of

1. **Teaching Approved Curriculum:** All student contact hours submitted by the **City of Carlsbad Fire Department** to Palomar Community College District shall be part of instruction that has either been approved by the college's Curriculum and Instructional Council, or has been accepted as a topics course and approved by the college's Chief Instructional Officer. Hours shall be recorded in 60 minute blocks and the maximum number of hours that may be submitted is 81 per semester. Training hours occurring on College Holidays or non-teaching days will not be accepted.
2. **Instructor Qualifications:** All student contact hours submitted by the **City of Carlsbad Fire Department** to Palomar Community College District shall have been taught under the line of sight supervision of instructors who meet the college's minimum or equivalent qualifications for hiring as part-time Fire Technology Instructors. This expertise is furnished at the expense of the **City of Carlsbad Fire Department**. 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 at Palomar College. The **City of** certifies that no student contact hours will be submitted to Palomar Community College District which also have been or will be submitted for California Joint Apprenticeship Committee and/or JPTA funding.
4. **Enrollment of Students:** Palomar Community College District will supply current student enrollment forms to the **City of**. The Agency will return properly completed enrollment forms and enrollment fees to the District prior to beginning instruction. The Agency recognizes that out-of-state tuitions fees will be charged for students who are not California residents. Students 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 Palomar Community College District and the **City of** (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 withdrawal prior to completion of a course.
6. **List of Course(s) or course topics:** The College will make available to the Agency all courses listed in the course catalog and additional topics classes consistent with college standards for curriculum adoption.
7. **Services:** The College and the 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.