

DATE SUBMITTED 11/19/24
 SUBMITTED BY Police Department
 DATE ACTION REQUIRED 12/04/24

COUNCIL ACTION (x)
 PUBLIC HEARING REQUIRED ()
 RESOLUTION ()
 ORDINANCE 1ST READING ()
 ORDINANCE 2ND READING ()
 CITY CLERK'S INITIALS ()

**IMPERIAL CITY COUNCIL
 AGENDA ITEM**

SUBJECT:	DISCUSSION/ACTION: Approval of a Joint Use Agreement between the Imperial Police Department (IPD) and Imperial Valley College (IVC) for the shared use of IVC facilities for law enforcement training, including activities related to the Imperial Police Department Cadet Program		
DEPARTMENT INVOLVED:	Police Dept.		
BACKGROUND/SUMMARY:	<p>The Imperial Police Department seeks to enhance training opportunities for its officers and cadet program participants by partnering with Imperial Valley College. This collaboration will allow IPD access to IVC's training facilities, including classrooms, physical fitness areas, and other relevant spaces, to facilitate regular training, seminars, and activities for both sworn officers and cadets in the IPD Cadet Program.</p> <p>The Joint Use Agreement will enable IPD to conduct:</p> <ul style="list-style-type: none"> • Tactical and classroom training for officers and cadets. • Physical conditioning sessions at IVC fitness facilities. • Scenario-based exercises to enhance decision-making and practical skills. • Joint training opportunities with other local agencies, fostering regional cooperation and knowledge-sharing. <p>This partnership aims to support the development of IPD officers and cadets by providing access to quality facilities that may not otherwise be available within the city's budget constraints.</p>		
FISCAL IMPACT: None	ADMIN SERVICES SIGN INITIALS	<u>JMS</u>	
STAFF RECOMMENDATION: Approve	DEPT. INITIALS	<u>MS #401</u>	
MANAGER'S RECOMMENDATION: <u>approve</u>	CITY MANAGER'S INITIALS	<u>JHM</u>	
MOTION:			
SECONDED:	APPROVED ()	REJECTED ()	
AYES:	DISAPPROVED ()	DEFERRED ()	
NAYES:			
ABSENT:	REFERRED TO:		

**JOINT-USE AGREEMENT
BETWEEN
IMPERIAL COMMUNITY COLLEGE DISTRICT
AND
CITY OF IMPERIAL
FOR
PUBLIC SAFETY TRAINING

(Police Department)**

THIS JOINT-USE AGREEMENT ("Agreement") is made on _____, by and between the Imperial Community College District, a California public community college district ("District"), and the City of Imperial, a California political subdivision, on behalf of its Police Department ("City"). District and City may be referred to collectively as the "Parties."

RECITALS

WHEREAS, District and City desire to share resources for their respective law enforcement training programs;

WHEREAS, City requires space for its Police Department to conduct public safety training for its employees ("City's Program");

WHEREAS, District has available space at its Imperial Valley College Campus, located at 380 E. Aten Road, Imperial, California 92251 ("Property"), as described and depicted in **Exhibit "A"** attached hereto;

WHEREAS, District desires to allow City to use certain facilities on the Property for City's Program, as set forth in this Agreement;

WHEREAS, District offers law enforcement training through its Police Academy Program, which is a part of the District's Public Safety Department ("District's Program") and which would benefit from the use of equipment owned by City's Police Department;

WHEREAS, District, pursuant to section 81420, et seq., of the Education Code, is authorized to enter into an agreement with a city or county for the joint use of the District's real property and buildings; and

WHEREAS, District's Governing Board, pursuant to section 81422 of the Education Code, has determined that City's use of the District's facilities for City's Program will not interfere with the educational programs or activities of any school or class conducted on the Property;

NOW THEREFORE, in consideration of the covenants and agreements hereinafter set forth, District and City agree as follows:

Section 1. Title to Property. The Parties acknowledge that title to the Property is held by the District.

Section 2. Use of Property. District agrees to allow City use of certain facilities on the Property for the operation of the City's Program ("Premises") described in the attached **Exhibit "B,"** during the days and times mutually scheduled and agreed upon by the Parties, subject to availability and so long as City's use does not interfere with District's operations, use and needs. City shall have exclusive use of the Premises during its scheduled days and times to operate City's Program, subject to modification by the Parties.

Section 3. Term. The term of this Agreement shall commence on _____ and shall remain in effect for three (3) years, ending on June 30, 2028 ("Term").

Section 4. Renewal. This Agreement may be renewed upon the mutual written agreement of the Parties. If either party wishes to renew this Agreement for an additional term, which shall not, under any circumstances, exceed five (5) years, it shall notify the other party in writing at least ninety (90) days before the expiration of any Term of this Agreement. Prior to each renewed Term, the District's Governing Board shall make the findings required by Education Code section 81422.

Section 5. Custodial Services, Maintenance, and Repairs. District shall provide custodial services, maintenance, and repairs to the Premises. City shall maintain the Premises in a safe condition in conformance with all laws, rules, and regulations applicable to the use of the Premises by City during City's scheduled use.

Section 6. Security. City shall be responsible for the security of the Premises at all times during its use.

Section 7. Possession and Condition of Premises. City hereby acknowledges, understands, and agrees that the Premises, including portions of the Property used for ingress and egress, are rented to the City on an "As-Is," "Where-Is," and "With any and all faults" basis, subject to any and all existing easements and encumbrances, without representation or warranty by District or its agents, whether express or implied, of any kind whatsoever, including, without limitation, any representation or warranty of fitness or suitability for the operation of City's Program, and City expressly waives all claims for damages by reason of any statement, representation, warranty, promise or agreement, if any, not contained in this Agreement. District shall not be required to make or construct any alterations, including structural changes, additions, or improvements, to the Premises or Property. By entry into and taking possession of the Premises pursuant to this Agreement, City accepts the Premises as being in good and sanitary order, condition, and repair and accepts the Premises in the condition existing as of the commencement date of this Agreement. The District shall in no event be liable for any latent defects.

Section 8. Improvements or Alterations. City shall not construct or cause to be constructed on the Premises any improvements or alterations of any kind without the prior written approval of District.

Section 9. Termination.

A. Termination for Convenience

1. Either party may terminate this Agreement by written notification thirty (30) days prior to the effective date of the termination.
2. Neither party shall be required to provide just cause for termination in the written notification.

B. Termination for Cause. Either party may terminate this Agreement immediately, with written notification, for cause. Cause shall include, without limitation:

1. Material violation of this Agreement by the City; or
2. Any act by City exposing the District to liability to others for personal injury or property damage; or

3. City is adjudged a bankrupt, City makes a general assignment for the benefit of creditors or a receiver is appointed on account of City's insolvency.

C. Restoration of Premises. Following each use of the Premises, City shall be responsible to restore the Premises to its condition prior to using the Premises, with no damage thereto, reasonable wear and tear excepted.

Section 10. City's Equipment. Title to City's personal property and equipment ("City's Equipment") brought onto the Premises for City's Program shall be held solely by City. All of City's Equipment shall remain the personal property of City. Following each use of the Premises for City's Program, City shall remove its Equipment from the Premises.

Section 11. Destruction.

A. If the Premises or the Property is damaged or destroyed so as, in District's judgment, to hinder the normal operations of City's Program, Rent shall abate in proportion to the loss of use from the date such damage or destruction occurs until City is able to commence normal operations.

B. District and City waive any statutory rights to terminate this Agreement on account of damage or destruction.

Section 12. Program and Staffing. City shall be solely responsible for the administration and operation of City's Program, including the hiring and training of all employees and the cost of any materials, supplies, or equipment for City's Program.

Section 13. Non-Discrimination. City and its employees shall not discriminate against any person because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, reproductive health decision-making, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or veteran or military status. City covenants to meet all requirements of District pertaining to non-discrimination in employment. If City is found in violation of the non-discrimination provision of the State of California Fair Employment Practices Act or similar provisions of federal law or executive order in the conduct of its activities under this Agreement by the State of California Fair Employment Practices Commission or the equivalent federal agency or officer, it shall thereby be found in breach of this Agreement.

Section 14. Alcoholic Beverages/Illegal Drugs/Noise/Animals. Any uses, that involve the serving and/or sale of alcoholic beverages or illegal drugs and/or the conducting of games of chance, are prohibited on the Premises. City shall comply with the District-wide policy prohibiting the use of tobacco products on the Premises at all times. City shall not use or permit the use of the Premises or any part thereof for any purpose, which is inimical to public morals and/or welfare or morally objectionable as unsuitable for a public educational facility. City agrees to respond immediately to concerns expressed by neighbors or District relating to the operation of the Premises. No animals are allowed on the Premises unless they are trained and controlled law enforcement animals that are a part of City's Program.

Section 15. Hold Harmless/Indemnification. To the fullest extent permitted by California law, City shall defend, indemnify, and hold harmless District, its agents, representatives, officers, consultants, employees, trustees, and volunteers (the "indemnified parties") from any and all losses, liabilities, claims, suits, and actions of any kind, nature, and description, including, but not limited to, attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of this Agreement or from any activity, work, or thing done, permitted, or suffered by City in conjunction with the performance of this Agreement, unless

caused wholly by the sole negligence or willful misconduct of the indemnified parties; and in case any action or proceeding be brought against District, City shall defend the same at City's expense.

Section 16. Insurance.

- A. Commercial General Liability Insurance.** City shall, during the term of this Agreement, maintain in force, insurance coverage in amounts not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) general aggregate for bodily injury, personal injury, and property damage in the form of Comprehensive General Liability and Contractual Liability with District, its Board, officers, officials, employees, agents and volunteers, at City's expense, named as additional insureds under such policies. Such policy shall provide for a thirty (30) day written notice to District of any cancellation or reduction of coverage. City agrees to provide District a certificate of insurance evidencing this coverage in a form satisfactory to District upon execution of this Agreement, upon renewal of each policy, and upon request of District during the term of this Agreement.
- B. Auto Insurance.** City shall, during the term of this Agreement, maintain in force, a comprehensive auto liability policy with District, its Board, officers, officials, employees, agents, and volunteers, at City's expense, named as additional insureds under such policy. Such policy shall provide for a thirty (30) day written notice to District of any cancellation or reduction of coverage. City agrees to provide District a certificate of insurance evidencing this coverage in a form satisfactory to District upon execution of this Agreement, upon renewal of each policy, and upon request of District during the term of this Agreement.
- C. Workers' Compensation Insurance.** During the term of this Agreement, City shall comply with all provisions of law applicable to City with respect to obtaining and maintaining workers' compensation insurance. Prior to the commencement and any renewal of this Agreement and City's occupancy of the Property, City shall provide District, as evidence of this required coverage, a certificate in a form satisfactory to District on or before the commencement or renewal date, providing that insurance coverage shall not be canceled or reduced without thirty (30) days prior written notice to District.
- D. City's Equipment Insurance.** City acknowledges that the insurance to be maintained by District on the Property will not insure any of City's Equipment, property, or any improvements made by City, unless otherwise provided for in the Parties' Equipment Use Agreement attached hereto as **Exhibit "C."** Accordingly, City shall, at its own expense, maintain in full force and effect an insurance policy on all of its fixtures, equipment, improvements made by City and personal property in, about, or on the Premises. Said policy is to be for "All Risk" coverage insurance to the extent of at least ninety percent (90%) of the insurable value of City's property.

Section 17. Notice. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and personally delivered or deposited in the United States mail, postage prepaid, return receipt required, or sent by overnight delivery service or electronic mail, addressed as follows:

IMPERIAL COMMUNITY COLLEGE DISTRICT
380 E. Aten Road
Imperial, CA 92251
Attn: Brett Houser, POST Director
Email: brett.houser@imperial.edu

CITY OF IMPERIAL
424 S. Imperial Avenue
Imperial, CA 92251
Attn: Max Sheffield, Captain
Email: msheffield@imperial.ca.gov

Any notice personally given or sent by electronic mail shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by certified or registered mail shall be effective five (5) days after deposit in the United States mail.

Section 18. Subcontract and Assignment. City shall not assign its rights, duties, or privileges under this Agreement, nor shall City subcontract or attempt to confer any of its rights, duties or privileges under this Agreement on any third party, without the written consent of the District. Any such attempt without District written consent shall be void.

Section 19. Independent Contractor Status. This Agreement is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

Section 20. Entire Agreement of Parties. This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by the Parties.

Section 21. California Law. This Agreement shall be governed by and the rights, duties, and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Imperial County, California.

Section 22. Attorneys' Fees. If either party files any action or brings any proceedings against the other arising out of this Agreement, each party shall bear its own costs of suit, including attorneys' fees.

Section 23. Waiver. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

Section 24. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and assigns.

Section 25. Counterparts. This Agreement and all amendments and supplements to it may be executed in counterparts and transmitted by electronic mail or facsimile, and all counterparts together, whether original, electronic, or facsimile, shall be construed as one document.

Section 26. Captions. The captions contained in this Agreement are for convenience only and shall not in any way affect the meaning or interpretation hereof nor serve as evidence of the interpretation hereof, or of the intention of the Parties hereto.

Section 27. Severability. Should any provision of this Agreement be determined to be invalid, illegal, or unenforceable in any respect, such provision shall be severed and the remaining provisions shall continue as valid, legal, and enforceable.

Section 28. Incorporation of Recitals and Exhibits. The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

[SIGNATURES FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date(s) indicated below.

ACCEPTED AND AGREED on the date indicated below:

Dated: _____

Dated: _____

IMPERIAL COMMUNITY COLLEGE DISTRICT

CITY OF IMPERIAL

By: _____

By: _____

Print Name: Dr. Lennor M. Johnson

Print Name: _____

Print Title: Superintendent/President

Print Title: _____

EXHIBIT "A"

Description of Property and Site Map

The District's site depicted below is known as the Imperial Valley College Campus, located at 380 E. Aten Road, Imperial, California 92251 ("Property").

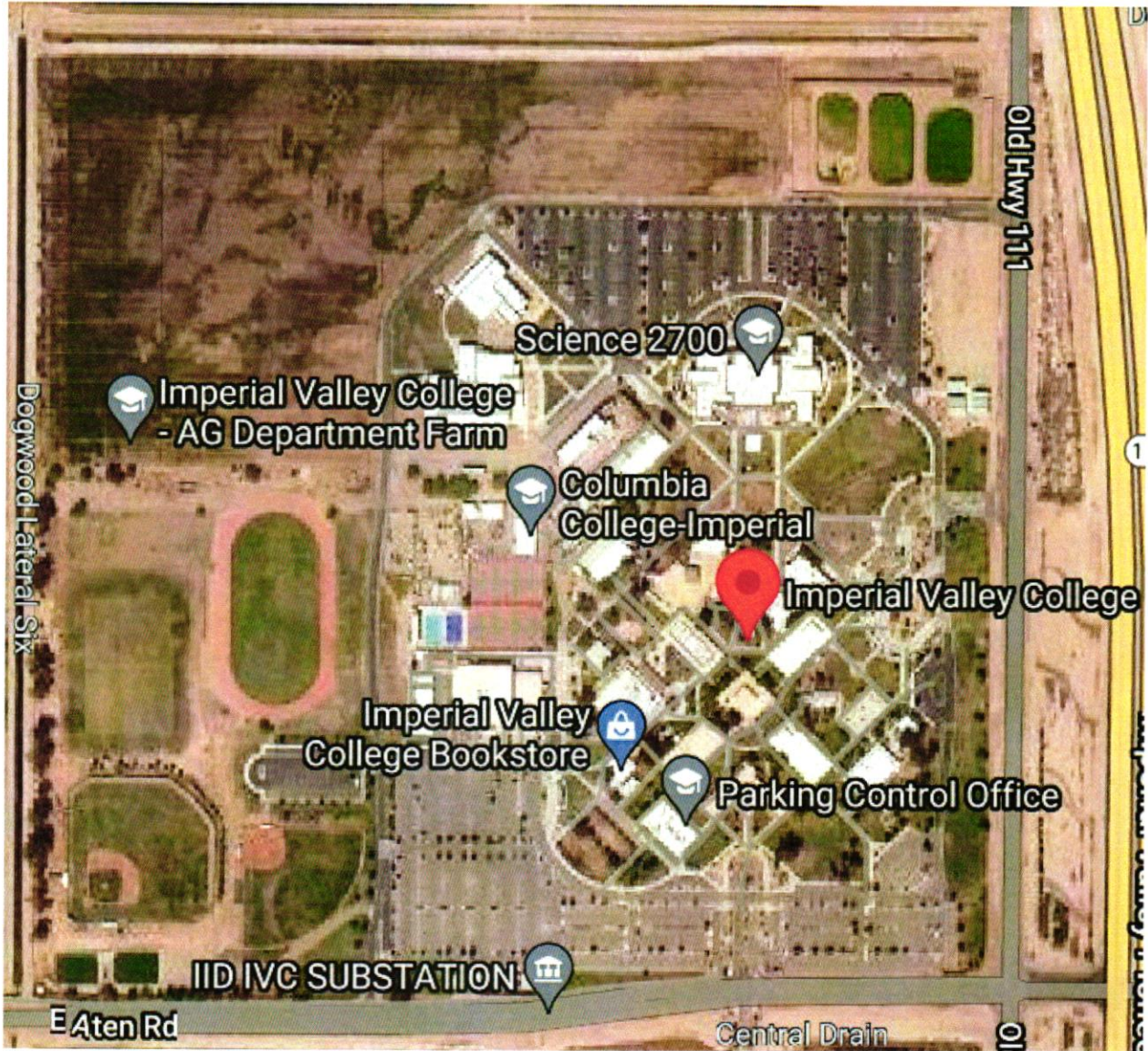


EXHIBIT "B"

Description of Premises

District may make available for City's use the following rooms, premises, and/or other spaces as described below and as indicated on the map below ("collectively, Premises"), located at Imperial Valley College Campus, 380 E. Aten Road, Imperial, California 92251:

Rooms: 3200 classrooms, as available.

Fields: IVC Track and Field, and POST Obstacle Course, as available, which are depicted below.

IVC Track and Field



POST Obstacle Course

