

**MASTER INSTRUCTIONAL SERVICE AGREEMENT
BETWEEN
FRESNO CITY COLLEGE AND
CITY OF FRESNO FIRE DEPARTMENT**

This Agreement is made and entered into this 1st day of July, 2016 by and between Fresno City College (FCC), a college of the State Center Community College District (SCTCCD), and City of Fresno, a municipal corporation, (CITY) (together, "the parties").

WITNESSETH

WHEREAS, FCC is authorized by the California Education Code ("Education Code") and Title 5 of the California Code of Regulations ("Title 5"), to conduct Contract Instruction, Assessment and Counseling Services to serve community needs; and

WHEREAS, CITY desires to contract with FCC for to provide educational services to its in-service personnel as set forth herein; and

WHEREAS, the parties mutually desire cooperation of the parties to provide quality instruction and training to meet community needs, as set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and of the covenants, conditions, and promises hereinafter contained to be kept and performed by the respective parties, FCC and CITY mutually agree as follows:

Section 1. RESPONSIBILITIES OF FCC

- a. FCC shall offer approved courses to meet educational needs and requirements of the CITY's Fire Department's (FFD's) in-service personnel (all class participants are in-service fire personnel and shall hereafter be referred to as "students"), as specified by FFD.
- b. FCC shall provide a coordinator to work with FFD. Said coordinator shall act as the FFD co-director for all FCC affiliated educational courses. Under no circumstances, however, shall the coordinator have authority over the remaining operations of FFD, including but not limited to, personnel issues concerning FFD employees, operational budget, or the use, maintenance, or scheduling of FFD facilities.
- c. FCC and FFD will mutually ensure ancillary and support services are provided for the students. (e.g. Counseling, Guidance, & Placement Assistance).
- d. FCC shall assist the FFD in registration and other support services to students in order to adequately manage and control its course offerings.

- e. FCC shall approve of the selection of instructors and facilitators and evaluate the quality of instruction to ensure that it meets the needs of the students and the accreditation requirements of FCC. FCC shall have the primary right to control and direct the instructional activities of all instructors.
- f. FCC shall ensure that course offerings meet all appropriate requirements of the Education Code and Title 5.
- g. FCC shall consult the FFD on any revisions to existing FCC courses designed for the FFD program, initiation of new courses, or any other changes, in order to ensure the quality of educational services and to meet the needs of the FFD.
- h. FCC shall provide the use of its facilities and equipment free of charge for use by the FFD, on an as-needed, space available basis for affiliated programs. FCC shall attempt to provide use of said facilities and equipment during normal business hours.
- i. FCC shall demonstrate control and direction through such actions as: providing the instructor of record an orientation, instructor's manual, Title 5 course outlines, curriculum materials, testing and grading procedures and any other materials and services it would provide its hourly instructors on campus.
- j. FCC shall waive the health fee for all FFD students.
- k. By signing this Agreement, FCC certifies it does not receive full compensation for direct education costs of the course from any public or private agency, individual or group.
- l. FCC has the primary right and responsibility to control and direct the activities of the person or persons furnished by the CITY during the term of the Agreement.

Section 2. RESPONSIBILITIES OF FFD

- a. FFD shall provide classroom space for use as off-campus sites by FCC, free of charge for affiliated programs. FFD shall make a good faith effort to schedule use of said facilities during normal business hours.
- b. FFD shall provide instructors, facilitators, equipment, materials, day-to-day management support, and all other related overhead necessary to conduct FCC's affiliated educational programs.
- c. FFD shall cooperate with FCC to ensure all personnel, equipment, and materials used in carrying out its responsibilities under this Agreement conform to Education Code and Title 5 mandated standards governing instructional programs, including minimum qualifications for instructors.
- d. CITY shall use the money received as compensation for services under this Agreement for educational and training related purposes as they relate to fire and public safety training programs.
- e. FFD shall assist FCC in collecting all instructional fees associated with the class offerings under this Agreement.

- f. Records of student attendance and achievement shall be maintained by FFD. Records will be open for review at all times by officials of the college and submitted on a schedule developed by FCC.
- g. By signing this Agreement, CITY certifies the training facility is open to the public and the instructional activities agreed upon herein will not be fully funded by other sources.

Section 3. PAYMENT FOR SERVICES

- a. In consideration of the services provided herein, FCC shall pay CITY \$3.50 per student instructional hour eligible for state general apportionment.
- b. For fiscal year 2016/2017 (for purposes of this Agreement, "fiscal year" begins July 1 and ends June 30), said hours shall not exceed 92,000 Student Instructional Hours or 175.23 Full Time Equivalent Students (FTES), unless mutually agreed prior to May 1, 2017. The same limits shall apply in each subsequent fiscal year, unless otherwise agreed in writing by the parties.
- c. Any subsequent year's student instructional hour cap shall be determined at least sixty (60) days prior to the start of the next fiscal year.
- d. CITY shall submit to FCC an invoice of all mutually agreed upon instructional hours provided under this Agreement. FCC shall pay CITY the agreed contract price within 45 days. The registration fees for courses under this contract will be deducted from the total amount of said invoice. FCC shall consider this payment for the registration fees and CITY shall consider the contracted price, minus the registration fees, as payment in full.
- e. Instructional hours are defined as those hours reported on SCCCD's CCFS-320, California Community Colleges Apportionment Attendance Reports, which are subject to audit by SCCCD's independent auditor and the California Community Colleges Chancellor's Office.

Section 4. INDEMNIFICATION

- a. CITY shall indemnify, hold harmless and defend FCC, and each of its officers, officials, agents, and volunteers from and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by CITY, FCC or any other person, and from and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly from the negligent or intentional acts or omissions of CITY or any of its officers, officials, employees, agents or volunteers in the performance of this Agreement; provided nothing herein shall constitute a waiver by CITY of governmental immunities including California Government Code Section 810 et seq.
- b. FCC shall indemnify, hold harmless and defend CITY and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury,

death at any time and property damage) incurred by the CITY, FCC or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly from the negligent or intentional acts or omissions of FCC or any of its officers, officials, employees, agents or volunteers in the performance of this Agreement; provided nothing herein shall constitute a waiver by FCC of governmental immunities including California Government Code Section 810 et seq.

- c. In the event of concurrent negligence on the part of FCC or any of its officers, officials, employees, agents or volunteers, and CITY or any of its officers, officials, employees, agents or volunteers, the liability for any and all such claims, demands and actions in law or equity for such losses, fines, penalties, forfeitures, costs and damages shall be apportioned under the State of California's theory of comparative negligence as presently established or as may be modified hereafter.
- d. This section shall survive expiration or termination of this Agreement.

Section 5. INSURANCE

- a. Each party shall insure its activities in connection with this Agreement and maintain at all times insurance in coverage and limit amounts reasonably necessary to protect itself against injuries and damages arising from the acts or omissions caused by each party, their respective Boards, officers, employees and agents in the performance of this Agreement. This insurance requirement may be satisfied through a program of self- insurance, or insurance coverage afforded to public entities through a Joint Powers Authority (JPA) risk pool.

Section 6. MISCELLANEOUS PROVISIONS

- a. If any provisions of this Agreement are found to be, or become, contrary to applicable law or regulations, or court decisions, FCC and CITY agree that the Agreement shall be renegotiated as it relates to said provision, and the remainder of the Agreement shall remain in full force and effect.
- b. Term and Termination. The term of this Agreement shall start on July 1, 2016, and terminate on June 30, 2018. Notwithstanding the foregoing, this Agreement may be terminated at any time, with or without cause, upon written notice given to the other party at least thirty (30) days prior to the end of the term in which classes are currently in session. In the event of such termination, each party shall fully pay and discharge all obligations accruing to the other party up to and including the date of termination. Neither party shall incur any additional liability to the other by reason of such termination.
- c. Either party hereto maintains the right to cancel services prior to the beginning of each course at no cost to either party to this Agreement.
- d. Nondiscrimination. To the extent required by controlling federal, state and local law, the parties shall not employ discriminatory practices in the provision of services, course instruction, employment of personnel, or in any other respect on the basis of race, religious creed, color, national

origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era.

- e. This Agreement supersedes any and all other agreements, oral or written, between the parties hereto with respect to the use of the aforesaid facilities or services and contains all covenants and agreements between the parties with respect hereto. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or by anyone acting on behalf of any parties, which are not embodied herein, and that no other agreement, statement, or promise not contained herein shall be valid or binding. Any modification to this Agreement shall be effective only if it is in writing and signed by the CITY and FCC in the form of an amendment to this Agreement.
- f. Compliance with Law. In providing the services required under this Agreement, FCC shall at all times comply with all applicable laws of the United States, the State of California and CITY, and with all applicable regulations promulgated by federal, state, regional, or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the term of this Agreement.
- g. Governing Law and Venue. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Fresno County, California.
- h. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.
- i. No Third Party Beneficiaries. The rights, interests, duties and obligations defined within this Agreement are intended for the specific parties hereto as identified in the preamble of this Agreement. Notwithstanding anything stated to the contrary in this Agreement, it is not intended that any rights or interests in this Agreement benefit or flow to the interest of any third parties.
- j. Attorney's Fees. If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses
- k. Notice or correspondence required by this Agreement shall be delivered personally or by United States mail as follows:

To FCC: Tim Woods

Career and Technology Center
2930 E. Annadale

To FFD: Leslie Smith

Fresno Fire Department
911 H Street

- l. The specific courses covered under this Agreement are described in Attachment 1, which are incorporated herein by this reference.
- m. In addition to the specific course noted above, the parties may offer additional courses under this Agreement on the same terms and conditions. FFD shall provide FCC of any desire to add a class with a minimum of 40 days' notice to FCC before the desired class start date. Each additional course of instruction shall require a written agreement to offer the course signed by FFD's Fire Chief or designee and the FCC President or designee. The course details must be set forth in writing as with the courses listed above, and will become attachments to this Agreement.

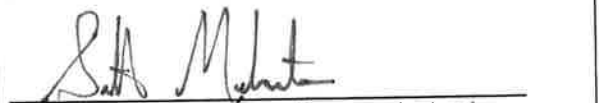
IN WITNESS WHEREOF, the parties hereto have executed this Agreement at Fresno, California to be effective July 1, 2016.

City of Fresno, a Municipal Corporation


Kerri Donis, Chief
Fresno Fire Department

Date: 6/7/16

APPROVED AS TO LEGAL FORM:


Douglas Sloan, SETH MEHRTEN
Fresno City Attorney / DEPUTY CITY ATTORNEY

Date: 6/6/16

ATTEST:

Date: _____

**Fresno City College, a college of the State
Center Community College District**

Mr. Edwin Eng
Vice Chancellor Finance and Administration

Date: _____

REVIEWED AND RECOMMENDED FOR
APPROVAL

Ms. Cheryl Sullivan, Interim President
Fresno City College

Date: _____

APPROVED AS TO LEGAL FORM:

Gregory Taylor, District Counsel

Date: _____

Attachment 1

Course Subject and Number

Fire Technology 200

Course Title

Advanced Company/Chief Officer

Provide students with concepts and theories of leadership and management. Planning, organizing, and emergency scene management will be discussed. Course curriculum meets the general knowledge requirements for the position of Fire Company Officer and Chief Officer. Course curriculum is based on the general knowledge and skill requirements of the following National Fire Protection Association Standards. 1001 Standard for Professional Firefighter Qualifications, 1021: Standard for Fire Officer Professional Qualifications, 1026: Standard for Incident Management Personnel Professional Qualifications, 1250: Recommended Practice in Fire and Emergency Service Organization Risk Management, 1500: Standard on Occupational Safety and Health Program.

Course Subject and Number

Fire Technology 201

Course Title

Advanced Apparatus Driver/Operator

Course curriculum is based on and meets the general knowledge requirements for Apparatus/Operators following National Fire Protection Association Standards. 1002: Standard For Fire Apparatus/Operator Professional Qualifications, 1410: Standard on Training for Emergency Scene Operations, 1451: Standard for a Fire and Emergency Vehicle Operations Training Program, 1500: Standard on Fire Department Occupational Safety and Health Program, 1901: Standard for Automotive Fire Apparatus, 1906: Standard for Wildland Fire Apparatus, 1911: Standard for the Inspection, Maintenance, Testing. And Retirement of In-Service Automotive Fire Apparatus, 1914: Standard for Testing Fire Department Aerial Devices, 1915: Standard for Fire Apparatus Preventative Maintenance Program.

Course Subject and Number

Fire Technology 202

Course Title

Advanced Firefighter

Course curriculum meets the general knowledge requirements for the position of Firefighter. Course curriculum is based on the general knowledge and skill requirements of the following National Fire Protection Association Standards. This curriculum is based on the National Fire Protection Association 1001: Standard for Firefighter Professional Qualifications, National Fire Protection 1051: Standard for Wildland Firefighting Personnel Professional Qualifications and the National Fire Protection Association 472: Standard for Competence of Responders to Hazardous Materials/Weapons of Mass Destruction Incidents.

Course Subject and Number

Fire Technology 203

Course Title

Advanced Emergency Medical Technician/Emergency

Medical Technician- Paramedic

Course curriculum provides students with general knowledge first responders to medical emergencies and Emergency Medical Technicians and Emergency Medical Technician/Paramedic.

Course Subject and Number

Fire Technology 204

Course Title

Advanced Technical Rescue

For students who have basic technical rescue training. Perishable skills are updated and new rescue techniques are presented.

Course Subject and Number

Fire Technology 205

Course Title

Advanced Fire Prevention/Fire Investigation

Curriculum is based on and meets the general requirements and requisite knowledge requirement of National Fire Protection Standards, 921: Guide for Fire and Explosion Investigations, 1033: Standard for Professional Qualifications for Fire Investigator.

Course Subject and Number

Fire Technology 206

Course Title

Fire Command 1A

Provides an introduction to the principles of command, an overview of the concepts of command safety and the risk management process, pre-incident planning considerations, command considerations at structure fire incidents, Company Officer initial actions at an incident including the development of incident priorities, strategy, and tactics, information on the roles and responsibilities of a Company Officer for post-incident actions. Each student will have the opportunity to gain experience in a controlled environment through structure fire incident simulations.

Course Subject and Number

Fire Technology 207

Course Title

Fire Command 1B

Provides the student with information on tactics, strategies, and scene management for multi-casualty incidents, hazardous materials incidents, and wildland fires. Each student also has the opportunity to increase his or her knowledge and skills by handling initial operations at these types of incidents through simulation and class activities.

Course Subject and Number

Fire Technology 208

Course Title

Fire Command 1C

Provides information to bring the structural Company Officer out of the city and into the wildland urban interface; in other words, from his or her comfort zone into an area that could be very well quite unfamiliar.

Course Subject and Number

Fire Technology 209

Course Title

Fire Command 2A: Command Tactics at Major Fires

Prepares the officer to use management techniques and the Incident Command System when commanding multiple alarms or large suppression forces.

Course Subject and Number

Fire Technology 210

Course Title

Fire Command 2B: Management of Major Hazardous

Provides Incident Commanders with the skills and competency necessary to mitigate an incident, initiate remedial action, and ensure the restoration of normal services with a comprehensive resource management approach. The course is also intended to bring the student to the standard of competency established for On-Scene Commander by OSHA's Final Rule 29 CFR 1910.120 and NFPA 472. Students will participate in simulated incident scenarios and justify their actions in a mock civil court setting.

Course Subject and Number

Fire Technology 211

Course Title

Fire Command 2C: High Rise Firefighting Tactics

Provides firefighters with management systems for both small and large high rise buildings. Topics include pre-fire planning, building inventory, problem identification, ventilations methods, water supply, elevators, life safety, strategy and tactics, application of the Incident Command System, and specific responsibilities. Case studies and scenario based simulations are used.

Course Subject and Number

Fire Technology 212

Course Title

Fire Command 2D: Planning for Large Scale Disasters

Principles of disaster planning and management, fire service emergency plans, emergency operations centers, case studies of various natural and man made disasters, roles of local, state and federal OES and emergency management agencies, discussion of multi-hazard planning techniques, ICS and SEMS concepts, and principles of exercising emergency management staffs.

Course Subject and Number

Fire Technology 213

Course Title

Fire Command 2E: Wildland Firefighting Tactics

Includes topics such as California's wildland fire problem, wildland fire safety, weather effects, wildland fuels, wildland fire behavior, initial attack methods, using support equipment, using topographic maps, strategy and tactics, and air attack operations. Involves class participation and simulation.

Course Subject and Number

Fire Technology 214

Course Title

Fire Inspector 1A: Duties and Administration

Provides students with a basic knowledge of the roles and responsibilities of a Fire Inspector I including legal responsibilities and authority, codes and standards, the inspection process, confidentiality and privacy requirements, and ethical conduct, and administrative tasks including preparing inspection reports, recognizing the need for a permit or plan review, investigating common complaints, and participating in legal proceedings.

Course Subject and Number

Fire Technology 215

Course Title

Fire Inspector 1B: Fire and Safety

Provides students with a basic knowledge of fire and life safety aspects related to the roles and responsibilities of a Fire Inspector I including building construction, occupancy classifications, occupancy load, means of egress, hazardous conditions, fire growth potential, fire flow, and emergency planning and preparedness measures.

Course Subject and Number

Fire Technology 216

Course Title

Fire Inspector 1C: Field Inspection

Provides students with a basic knowledge of field inspection roles and responsibilities of a Fire Inspector I including basic plan review, emergency access for an existing system, hazardous materials, and the operational readiness of fixed fire suppression systems, existing fire detection and alarm systems, and portable fire extinguishers.

Course Subject and Number

Fire Technology 217

Course Title

Fire Inspector 1D: Field Inspections-California Specific

Provides students with a basic knowledge of a Fire Fighter I's field inspection roles and responsibilities specific to California including tents, canopies, and temporary membrane structures; fireworks and explosives; and wildland urban interface environments.

Course Subject and Number

Fire Technology 218

Course Title

Firefighter II

Provides the skills and knowledge needed for the entry level professional fire fighter to perform his/her duties safely, effectively, and competently. The curriculum is based on the 2013 edition of NFPA 1001 Standard for Fire Fighter Professional Qualifications. The five overarching themes of the California State Fire Fighter II curriculum are: general knowledge germane to the profession, fire department communications, fireground operations, rescue operations, and prevention, preparedness, and maintenance.

Course Subject and Number

Fire Technology 221

Course Title

Fire Control 3B

Develop fundamental skills in combating structure fires by providing the students with a thorough understanding of fire behavior, ventilation procedures and techniques, interior fire attack, and exterior fire attack using a live-fire simulator. In many cases, this will be the fire fighter's first exposure to live structural fire fighting.