

**INSTRUCTIONAL SERVICE AGREEMENT  
BETWEEN  
FRESNO CITY COLLEGE  
AND  
CITY OF FRESNO, POLICE DEPARTMENT**

This Agreement is made and entered into this 1st day of May 2021 by and between Fresno City College (FCC), a college of the State Center Community College District (SCCCD), and the City of Fresno, a California municipal corporation (City), (together, "the parties").

**RECITALS**

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

City desires to contract with FCC to provide educational services to Fresno City Police Department's in-service personnel; and

The parties mutually desire cooperation to provide quality instruction and training to meet community needs,

**AGREEMENT**

NOW, THEREFORE, the parties agree as follows:

**Section 1. RESPONSIBILITIES OF FCC**

- a. FCC shall offer approved courses to meet educational needs and requirements of the City of Fresno Police Department's (FPD) in-service personnel (all class participants are in-service law enforcement personnel and shall hereafter be referred to as students).
- b. FCC shall provide a faculty coordinator to work with FPD. Said faculty coordinator shall act as the FPD co-instructor for all FCC affiliated educational courses. Under no circumstances, however, shall the faculty coordinator have authority over the remaining operations of FPD, including but not limited to, personnel issues concerning FPD employees, operational budget, or the use, maintenance, or scheduling of FPD facilities.
- c. FCC and FPD will mutually ensure ancillary and support services are provided for the students (e.g. Counseling, Guidance, & Placement Assistance).
- d. FCC shall assist FPD in registration and other support services to students in order to adequately manage and control the college's course offerings.
- e. FCC shall approve selection of instructors 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 FPD on any revisions to existing FCC courses designed for the FPD program, initiation of new courses, or any other changes, in order to ensure the quality of educational services and to meet the needs of FPD.
  - h. FCC shall provide the use of its facilities and equipment free of charge for use by the FPD, on an as-needed, space-available basis for Instructional Service Agreement (ISA) partner 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 a 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 adjunct instructors on campus.
  - j. By signing this Agreement, FCC certifies it does not receive full compensation for direct education costs for the course from any public or private agency, individual or group.
  - k. FCC has the primary right and responsibility to control and direct the activities of the person or persons furnished by the FPD during the term of the Agreement.

## Section 2. RESPONSIBILITIES OF FPD

- a. FPD shall provide classroom space for use as off-campus sites by FCC, free of charge for Instructional Service Agreement (ISA) courses.
- b. FPD shall provide instructors, equipment, materials, day-to-day management support, and all other related overhead necessary to conduct FCC's ISA courses.
- c. FPD 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 law enforcement and public safety training programs.
- e. FPD shall assist FCC in collecting all instructional fees associated with the class offerings under this Agreement.
- f. FPD shall pay the tuition fee of \$46 per unit for all FPD students enrolled in ISA courses.
- g. FPD shall pay the off-site health fee of \$13 per semester and Associate Student Body fee of \$2 per semester for all FPD students.
- h. Records of student attendance and registration shall be submitted by FPD to FCC regularly and then maintained by FCC. Records will be open for review at all times by officials of the college and submitted on a schedule developed by FCC by no later than July 1<sup>st</sup> annually.
- i. 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 the FPD 58% in academic year 2021-2022, 59% in academic year 2022-2023, and 60% in academic year 2023-2024 of the state base apportionment earned due to eligible instructional Full-Time Equivalent Student (FTES) hours.
- b. Above hours shall not exceed 50,000 Student Instructional Hours per academic year, only applicable in academic years when the California Community College Chancellor's Office (CCCCO) implements apportionment caps for its colleges. Notice would be provided to FPD no later than October 30th annually if CCCCCO apportionment caps will be in place for the academic year.
- c. CITY shall submit to FCC an invoice for all mutually agreed upon instructional Full-Time Equivalent Student (FTES) hours provided under this Agreement. FCC shall pay CITY the agreed contract price within the agreed upon timeline for the fiscal year, to be established by no later than July 1st annually. Any adjustments to the fiscal year timeline must be presented a minimum of forty-five (45) days prior to the end of any given course section.
- d. Instructional Full-Time Equivalent Student (FTES) hours are defined as those hours reported on SCCCD's CCFS-320 Report, 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. FPD 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 FPD, 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 FPD or any of its officers, officials, employees, agents or volunteers in the performance of this Agreement; provided nothing herein shall constitute a waiver by FPD of governmental immunities including California Government Code Section 810 et seq.
- b. FCC shall indemnify, hold harmless and defend FPD 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 FPD, 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 FPD 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 FPD 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 May 1, 2021 **and** terminate on June 30, 2024. 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 FPD 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, the County of Fresno, 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, 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. Severability. The provisions of this Agreement are severable. The invalidity, or unenforceability of any one provision in this Agreement shall not affect the other provisions.
- l. Extent of Agreement. Each party acknowledges that they have read and fully understand the contents of this Agreement. This Agreement represents the entire and integrated agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified only by written instrument duly authorized and executed by both the City and the Consultant.
- m. Waiver. The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement. No provisions of this Agreement may be waived unless in writing and signed by all parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.
- n. Binding. Subject to Section "o" below, once this Agreement is signed by all parties,

it shall be binding upon, and shall inure to the benefit of, all parties, and each parties' respective heirs, successors, assigns, transferees, agents, servants, employees, and representatives.

o. Assignment.

This Agreement is personal to FCC and there shall be no assignment by FCC of its rights or obligations under this Agreement without the prior written approval of the City Manager or his/her designee. Any attempted assignment by FCC, its successors or assigns, shall be null and void unless approved in writing by the City Manager or his/her designee.

FCC hereby agrees not to assign the payment of any monies due FCC from City under the terms of this Agreement to any other individual, corporation, or entity.

City retains the right to pay any and all monies due FCC directly to FCC.

Notice or correspondence required by this Agreement shall be delivered personally or by United States mail as follows:

To FCC:	Gary Fief	To FPD:	Lt. David Madrigal
	Fresno City College, RP-10 1101 E. University Avenue Fresno, CA 93741		Fresno Police Department 2326 Fresno Street Fresno, CA 93721

p. The specific course(s) covered under this Agreement are described in Appendix A, which are incorporated herein by this reference.

q. FPD shall provide FCC request to add existing course(s) or sections with a minimum of 40 days advanced notice to FCC prior to the class start date. Each additional course of instruction shall require a written agreement to offer the course signed by FPD's administrator or designee as well as the FCC Vice President of Instruction or designee. The course details must be set forth in writing as with the course(s) listed above and will become attachments to this Agreement.

**[Signatures follow on the next page.]**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in Fresno, California to be effective May 1, 2021.

CITY OF FRESNO, a California  
Municipal Corporation

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

\_\_\_\_\_  
Paco Balderama, Chief of Fresno  
Police Department

\_\_\_\_\_  
Cheryl Sullivan, SCCCDC Vice Chancellor  
of Finance and Administration

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM:  
DOUGLAS T. Sloan  
City Attorney

  
\_\_\_\_\_  
Pauline Brickey, Deputy City Attorney

REVIEWED AND RECOMMENDED  
FOR APPROVAL:

\_\_\_\_\_  
Dr. Carole Goldsmith, FCC President

Date: 3/29/21

Date: \_\_\_\_\_

ATTEST:

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
Yvonne Spence, MMC City Clerk

\_\_\_\_\_  
Matthew Besmer, SCCCDC General  
Counsel

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## APPENDIX A - Police

### FRESNO CITY COLLEGE ISA COURSE LIST

These courses are presented under the ISA contract between Fresno City College and the above agency pursuant to the terms of said contract. The parties agree to offer the course described herein, under the same terms and conditions as set forth in said contract.

[AJ-245 - Academy Instructor Certification Course Update](#)  
[AJ-245A - Arrest & Control Techniques Update](#)  
[AJ-245B - Baton User Update](#)  
[AJ-245C - Canine Agitator](#)  
[AJ-245D - Detective School](#)  
[AJ-245E - Driver Awareness Instructor](#)  
[AJ-245F - Driver Awareness Update](#)  
[AJ-245G - Driver Training Instructor](#)  
[AJ-245H - PIT Instructor](#)  
[AJ-245I - Driver Training/EVOC/PIT Update](#)  
[AJ-245J - Driver Training Simulator](#)  
[AJ-245K - Driving / Force Option Simulator Combo](#)  
[AJ-245L - Drug Facilitated Sexual Assault](#)  
[AJ-245M - Electronic Weapons](#)  
[AJ-245N - Firearms Instructor Update](#)  
[AJ-245O - Tactical Handgun](#)  
[AJ-245P - Tactical Rifle Advanced](#)  
[AJ-245Q - Tactical Rifle Update](#)  
[AJ-245R - Tactical Rifle 1st Responder](#)  
[AJ-245S - Tactical Shotgun](#)  
[AJ-245T - Tactical Handgun Advanced](#)  
[AJ-245U - First Aid & CPR Refresher](#)  
[AJ-245V - Force Option Simulator](#)  
[AJ-245W - Less Lethal Weapons](#)  
[AJ-245X - Mental Illness Awareness Refresher](#)  
[AJ-245Y - Officer Safety/Field Tactics](#)  
[AJ-245Z - Officer Safety/Field Tactics Update](#)  
[AJ-246 - Rifle Marksmanship and Sniper](#)  
[AJ-246A - Search/Arrest Warrant](#)  
[AJ-246B - Traffic Collision Investigation Update](#)  
[AJ-246C - Use of Force Update](#)  
[AJ-246D - Perishable Skills Program I](#)  
[AJ-246E - Perishable Skills Program II](#)  
[AJ-246F - Rifle Instructor](#)  
[AJ-246G - K9 Handler Update](#)  
[AJ-246H - MACTAC - Multi Assault, Counter Terrorism Action Capabilities](#)  
[AJ-246I - Basic Bicycle Patrol](#)  
[AJ-246J - Drug / Alcohol Standardized Field Sobriety Tests Update](#)  
[AJ-246K - Crisis Intervention Training](#)



[AJ-246L - Critical Incident Articulation Update](#)  
[AJ-279 – Citizen's Academy](#)

COURSE OUTLINES OF RECORD AVAILABLE IN ELUMEN

<https://fresnocitycollege.elumenapp.com/public/course/118/d9307200-c2d3-11ea-b635-7d9d4b349bb1/d9307200-c2d3-11ea-b635-7d9d4b349bb1>