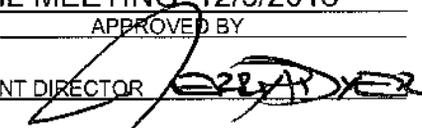


AGENDA ITEM NO. 1 F
COUNCIL MEETING 12/5/2013

APPROVED BY

DEPARTMENT DIRECTOR 

CITY MANAGER 

December 5, 2013

FROM: JERRY P. DYER, Chief of Police
Police Department

BY: ROBERT NEVAREZ, Deputy Chief
Police Department

SUBJECT: APPROVAL FOR A ONE-YEAR CONTRACT EXTENSION OF THE CURRENT MASTER AGREEMENT BETWEEN THE FRESNO CITY COLLEGE POLICE ACADEMY AND THE FRESNO POLICE DEPARTMENT FOR CONTRACT INSTRUCTION, ASSESSMENT, AND COUNSELING SERVICES

RECOMMENDATION

Staff recommends that the City Council approve a one-year extension to the current contract between the Fresno City College Police Academy and the Fresno Police Department for contract instruction, training credit and assessment services. This one-year contract extension continues to authorize the \$3.25 fee per instructional hour per student received from Fresno City College.

EXECUTIVE SUMMARY

The Fresno City College Police Academy has served as the Police Department's contracted instructor since 1997, providing training credit for employees. The original contract was entered into in 1997 and was re-negotiated in 2005. The essential wording to the re-negotiated contract has been kept intact and extensions were granted in 2007, 2009 and 2011. Pursuant to Section 5, subpart "b" of the Master Agreement, the parties wish to extend the agreement for one additional year and maintain the \$3.25 fee per instructional hour per student received from Fresno City College. The instructional contract services are billed throughout the year and the Department receives payment for the instructional services rendered at the beginning of each fiscal year. The money is then transferred to the General Fund where it is then applied towards the debt service payment on the Fresno Police Department Regional Training Center. Training remains a high priority for the Department despite budget constraints. This Master Agreement extension allows the current funding stream for employee training to continue uninterrupted from July 1, 2013, through June 30, 2014. In this "win-win" scenario, Fresno City College receives funding for student enrollment and the Police Department receives a portion of that funding for providing students who are mandated to receive the training.

BACKGROUND

The Fresno City College Police Academy has served as a training provider for the Police Department since 1997, providing training, course credit, and payment for instructional hours. Fresno City College additionally processes all related documentation such as course registration, payment processing, and the updating of student records. This long-standing partnership benefits the Police Department as it allows for a small percentage of instructional costs to be returned to the Department, extending the Department training budget, and furthering the Department's ability to provide training opportunities for employees and outside agencies. Fresno City College benefits from increased student usage, and attendance ratings.

FISCAL IMPACT

Fresno City College will submit an annual payment to the Fresno Police Department for contract instruction, training credit and assessment services. The payment will be based on a \$3.25 fee per instructional hour per student received from Fresno City College. Although this payment will vary based on the total number of training hours completed, the average annual payment to the Department has been approximately \$80,000 over the past eight years.

11/26/13

Attachments: Agreement for Extension of Master Agreement Contract
Master Instructional Agreement Dated July 1, 2006

JPD:RN:TL:stb

**AGREEMENT FOR EXTENSION OF MASTER AGREEMENT
FRESNO CITY COLLEGE AND CITY OF FRESNO
INSTRUCTIONAL SERVICE AGREEMENT**

This Agreement ("Agreement") is made and entered into effective retroactively to July 1, 2013, by and between Fresno City College, hereinafter referred to as "FCC," a college of the State Center Community College District, and the City of Fresno, a municipal corporation, hereinafter referred to as "CITY" (collectively referred to as "Parties").

RECITALS

The Parties entered into a Master Agreement, dated July 1, 2006, for a three-year term beginning July 1, 2006 to provide for contract instruction, assessment and counseling services to meet the needs of the City of Fresno Police Department;

The Parties entered into two extensions of the Master Agreement, dated June 25, 2009, and May 26, 2011, to extend the Master Agreement for two years;

The Master Agreement is due to expire on June 30, 2013; and

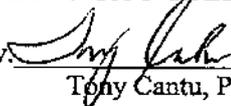
The Parties desire to extend the Master Agreement for one additional year on the same terms and conditions.

NOW THEREFORE, in consideration of the above recitals, which recitals are contractual in nature, the mutual premises herein contained, and for other good and valuable consideration hereby acknowledge, the Parties hereby agree as follows:

1. The Master Agreement between FCC and the CITY shall be extended for one additional year beginning retroactively to July 1, 2013 and ending on June 30, 2014.
2. Except as otherwise provided herein, the Master Agreement remains in full force and effect.

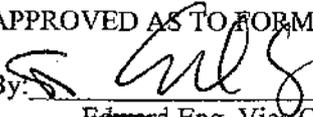
IN WITNESS WHEREOF, the parties hereto have executed this Agreement in Fresno, California to be effective, November 21, 2013.

FRESNO CITY COLLEGE

By: 
Tony Cantu, President

Date: 10/30/13

APPROVED AS TO FORM:

By: 
Edwin
Edward Eng, Vice Chancellor,
Finance & Administration

Date: 11/6/13

CITY OF FRESNO

By: _____
Jerry Dyer, Chief
Fresno Police Department

Date: _____

ATTEST:

Yvonne Spence
City Clerk

By: _____
Deputy Date

APPROVED AS TO FORM:

Douglas T. Sloan
City Attorney

By: _____
Brandon M. Collet Date
Deputy City Attorney

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

COPY

This Agreement ("Agreement") is made and entered into effective July 1, 2006 by and between Fresno City College, hereinafter referred to as "FCC," a college of the State Center Community College District, hereinafter referred to as "SCCCD," and the City of Fresno, a municipal corporation, hereinafter referred to as "CITY."

WITNESSETH:

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

WHEREAS, CITY desires to contract with FCC for services as identified herein; and

WHEREAS, the parties intend that this Agreement provide for the mutual cooperation of FCC and CITY in the provision of quality instruction and training to meet community needs.

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 follow:

Section 1. RESPONSIBILITIES OF FCC

- a. FCC shall offer approved educational courses through its various programs to meet the needs of the CITY's Police Department, hereinafter referred to as "FPD."
- b. FCC shall provide a coordinator to work with FPD. Said coordinator shall act as the FPD co-director for all FCC affiliated educational courses. Under no circumstances, however, shall the coordinator have authority over the remaining operations of FPD, including but no 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 that 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 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 California Education Code (hereinafter, "Education Code") and Title 5 of the California Code of Regulations (hereinafter, "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 endure 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 FPD, 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 FPD employees.
- k. By signing this Agreement, FCC certifies that it does not receive full compensation for direct education costs of the course from any public or private agency, individual or group.

Section 2. RESPONSIBILITIES OF FPD

- a. FPD shall provide classroom space for use as off-campus sites by FCC, free of charge for affiliated programs. FPD shall attempt to provide use of said facilities during normal business hours.
- b. FPD 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. FPD shall cooperate with FCC to ensure that 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 a compensation for services under this Agreement for educational and training related purposes as they relate to law enforcement training programs.
- e. FPD 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 FPD. 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 that the instructional activity to be conducted will not be fully funded by other sources.

Section 3. PAYMENT FOR SERVICES

- a. In consideration for the services provided herein, FCC shall pay CITY \$3.25 per student instructional hour that is eligible for state general apportionment.
- b. For fiscal year 2006/2007 (for purposes of this Agreement, "fiscal year" begins July 1 and ends June 30), said hours shall not exceed 52,500 Student Instructional Hours or 100 Full Time Equivalent Students. The same limits shall apply in each subsequent fiscal year, unless otherwise agreed in writing by the parties prior to the immediately preceding May 1st.
- 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 present FCC with a valid invoice of all mutually agreed upon instructional hours presented under this Agreement and FCC shall pay CITY the agreed contract price within 45 days. The registration fees for courses under this Agreement will be deducted from the total amount of the said invoice. FCC shall consider this payment for the registration fees and CITY shall consider the contract price, minus the registration fees, as payment in full.
- e. Instructional hours are defined as those hours that are reported on SCCCD's CCFS-320, California Community Colleges Apportionment Attendance Reports, and 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, 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 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 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. MISCELLANEOUS

- a. If any of the provisions of this Agreement are found to be, or become contrary to State law or regulations, or court decisions, FCC and CITY agree that the Agreement shall be renegotiated as it relates to said provision, but the remainder of the Agreement shall remain in full force and effect.
- b. The term of this Agreement shall be a period of time commencing on July 1, 2006, and ending on June 30, 2009. 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 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. Each 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. CITY and FCC will not discriminate in the selection of any student to receive instruction pursuant to this Agreement because of race, creed, color, national origin, sex, disability (physical or mental), religion, age or any other characteristic prohibited by law.
- e. The parties agree that no action, at law or equity, including an action for declaratory relief, shall be brought unless the underlying claim and/or cause of action has been submitted to non-binding arbitration before a mutually acceptable arbitrator appointed by the Judicial Arbitration and Mediation Service.
- f. FCC has the primary right to control and direct the activities of the person or persons furnished by the public or private agency during the term of the Agreement.
- g. 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 CITY and FCC in the form of an amendment to this Agreement.
- h. Notice or correspondence required by this Agreement shall be delivered personally or by United States mail as follows:

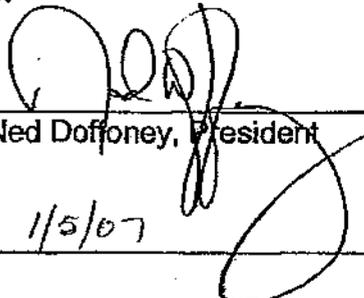
| | |
|---------------------------|--------------------------|
| To FCC: Richard Lindstrom | To CITY: Lt. Jon Papaleo |
| State Center Regional | Fresno Police Dept. |
| Training Facility | 2326 Fresno Street |
| 1101 E. University Ave. | Fresno, Ca. 93721 |
| Fresno, Ca. 93741 | |
- i. In addition to the courses being provided hereunder, the parties may offer additional courses pursuant to this Agreement, on the same terms and conditions as this Agreement. For each additional course of instruction,

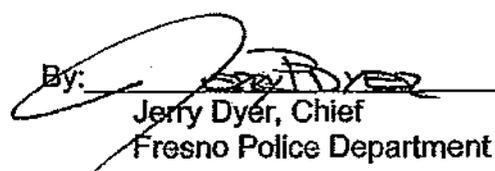
written agreement to offer the course is required by CITY's Chief of Police and the FCC President.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in Fresno, California to be effective July 1, 2006.

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

City of Fresno,
a municipal corporation

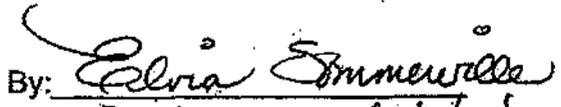
By: 
Ned Doffoney, President

By: 
Jerry Dyer, Chief
Fresno Police Department

Date: 1/5/07

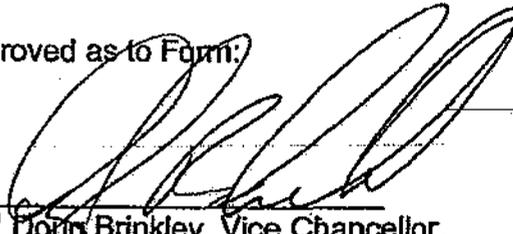
Date: 1/25/07

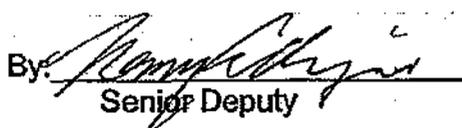
ATTEST:
Rebecca E. Klisch, City Clerk

By: 
Deputy (2/5/07)

Approved as to Form:

Approved as to Form:
James C. Sanchez, City Attorney

By: 
Doug Brinkley, Vice Chancellor,
Finance & Administration

By: 
Senior Deputy

Date: 1/12/07

Date: 1/25/07

NAA:eb (39446v3eb/naa) 12/29/06