# INSTRUCTIONAL SERVICE AGREEMENT BETWEEN FRESNO CITY COLLEGE AND COUNTY OF FRESNO

This Agreement is made and entered into this 1<sup>st</sup> day of May, 2021 by and between Fresno City College (FCC), a college of the State Center Community College District (SCCCD), and the County of Fresno, a Political Subdivision of the State of California, (COUNTY), (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, COUNTY 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 COUNTY mutually agree as follows:

#### Section 1. RESPONSIBILITIES OF FCC

- a. FCC shall offer approved courses to meet educational needs and requirements of the **County of the Fresno's Sheriff's Office** (hereafter referred to as "**FSO**") in-service personnel (all class participants are in-service law enforcement personnel and shall hereafter be referred to as "**students**"). Such courses shall be approved by COUNTY.
- b. FCC shall provide a faculty coordinator to work with FSO. Said faculty coordinator shall act as the FSO co-instructor for all FCC affiliated educational courses. Under no circumstances, however, shall the faculty coordinator have authority over the remaining operations of FSO, including but not limited to, personnel issues concerning FSO employees, operational budget, or the use, maintenance, or scheduling of FSO facilities.
- c. FCC and COUNTY will mutually ensure ancillary and support services are provided for the students (e.g. Counseling, Guidance, & Placement Assistance).
- d. FCC shall assist FSO 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 **FSO** on any revisions to existing FCC courses designed for the **FSO** program, initiation of new courses, or any other changes, in order to ensure the quality of educational services and to meet the needs of **FSO**.
- h. FCC shall provide the use of its facilities and equipment free of charge for use by the FSO, 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 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 adjunct instructors on campus.
- j. 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.
- k. FCC has the primary right and responsibility to control and direct the activities of the instructors furnished by COUNTY while they are performing services under the term of the Agreement.

#### Section 2. RESPONSIBILITIES OF FSO AND COUNTY

- a. **FSO** shall provide classroom space for use as off-campus sites by FCC, free of charge for Instructional Service Agreement (ISA) courses.
- b. **FSO** shall provide instructors, equipment, materials, day-to-day management support, and all other related overhead necessary to conduct FCC's ISA courses.
- c. **FSO** 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. COUNTY 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. COUNTY shall assist FCC in collecting all instructional fees associated with the class offerings under this Agreement.
- f. COUNTY shall pay the tuition fee of \$46 per unit for all **FSO** students enrolled in ISA courses.
- g. COUNTY shall pay the off- site health fee of \$13 per semester and Associate Student Body fee of \$2 per semester for all FSO students.
- h. Records of student attendance and registration shall be submitted by COUNTY 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 1st annually.
- i. By signing this Agreement, COUNTY 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 COUNTY 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 during academic years when the California Community College Chancellor's Office (CCCCO) implements apportionment caps for its colleges. Notice would be provided to COUNTY no later than October 30<sup>th</sup> annually if CCCC) apportionment caps will be in place for the academic year.
- c. County of Fresno shall submit to FCC an invoice for all mutually agreed upon instructional FTES hours provided under this Agreement. FCC shall pay COUNTY the agreed contract price within the agreed upon timeline for the fiscal year, to be established by no later than July 1<sup>st</sup> annually. Any adjustments to the fiscal year timeline must be presented a minimum of forty-five (5) days prior to the end of any given course section.
- d. Instructional 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. FCC agrees to indemnify, save, hold harmless, and at COUNTY'S request, defend COUNTY, its officers, agents, and employees from any and all costs and expenses, damages, liabilities, claims, and losses occurring or resulting to COUNTY in connection with the performance, or failure to perform, by FCC, its officers, agents, or employees under this Agreement, and from any and all costs and expenses, damages, liabilities, claims, and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the performance, or failure to perform, of FCC, its officers, agents, or employees under this Agreement.
- b. COUNTY agrees to indemnify, save, hold harmless, and at FCC'S request, defend the FCC, its officers, agents, and employees from any and all costs and expenses, damages, liabilities, claims, and losses occurring or resulting to FCC in connection with the performance, or failure to perform, by COUNTY, its officers, agents, or employees under this Agreement, and from any and all costs and expenses, damages, liabilities, claims, and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the performance, or failure to perform, of COUNTY, its officers.

- c. In the event of concurrent negligence on the part of FCC or any of its officers, officials, employees, agents or volunteers, and COUNTY 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. INDEPENDENT CONTRACTOR

- a. In performance of the work, duties and obligations assumed by FCC under this Agreement, it is mutually understood and agreed that FCC, including any and all of the FCC'S officers, agents, and employees will at all times be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venturer, partner, or associate of COUNTY. Furthermore, COUNTY shall have no right to control or supervise or direct the manner or method by which FCC shall perform its work and function. However, COUNTY shall retain the right to administer this Agreement so as to verify that FCC is performing its obligations in accordance with the terms and conditions thereof.
- b. FCC and COUNTY shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.
- c. Because of its status as an independent contractor, FCC shall have absolutely no right to employment rights and benefits available to COUNTY employees. FCC shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, FCC shall be solely responsible and save COUNTY harmless from all matters relating to payment of FCC'S employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, FCC may be providing services to others unrelated to COUNTY or to this Agreement.

#### Section 6. 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.
- b. Without limiting the COUNTY's right to obtain indemnification from FCC or any third parties, FCC, at its sole expense, shall maintain in full force and effect, the following insurance policies or a program of self-insurance, including but not limited to, an insurance pooling arrangement or Joint Powers Agreement (JPA) throughout the term of the Agreement:

## I. Commercial General Liability

Commercial General Liability Insurance with limits of not less than Two Million Dollars (\$2,000,000.00) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000.00). This policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal liability or any other liability insurance deemed necessary because of the nature of this Agreement.

## II. Automobile Liability

Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and for property damages. Coverage should include any auto used in connection with this Agreement.

## III. Professional Liability

If FCC employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate. FCC agrees that it shall maintain, at its sole expense, in full force and effect for a period of three (3) years following the termination of this Agreement, one or more policies of professional liability insurance with limits of coverage as specified herein.

## IV. Worker's Compensation

A policy of Worker's Compensation insurance as may be required by the California Labor Code.

#### V. Molestation

Sexual abuse / molestation liability insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) annual aggregate. This policy shall be issued on a per occurrence basis.

#### Additional Requirements Relating to Insurance

FCC shall obtain endorsements to the Commercial General Liability insurance naming the County of Fresno, its officers, agents, and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees shall be excess only and not contributing with insurance provided under FCC's policies herein. This insurance shall not be cancelled or changed without a minimum of thirty (30) days advance written notice given to COUNTY.

FCC hereby waives its right to recover from COUNTY, its officers, agents, and employees any amounts paid by the policy of worker's compensation insurance required by this Agreement. FCC is solely responsible to obtain any endorsement to such policy that may be necessary to accomplish such waiver of subrogation, but FCC's waiver of subrogation under this paragraph is effective whether or not FCC obtains such an endorsement.

Within thirty (30) days from the date FCC signs and executes this Agreement, FCC shall provide certificates of insurance and endorsement as stated above for all of the foregoing policies, as required herein, to the County of Fresno, (Captain Ryan

Hushaw, Fresno Sheriff's Office, 2200 Fresno Street, Fresno, CA 93721), stating that such insurance coverage have been obtained and are in full force; that the County of Fresno, its officers, agents and employees will not be responsible for any premiums on the policies; that such Commercial General Liability insurance names the County of Fresno, its officers, agents and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned; that such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees, shall be excess only and not contributing with insurance provided under FCC's policies herein; and that this insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice given to COUNTY.

In the event FCC fails to keep in effect at all times insurance coverage as herein provided, COUNTY may, in addition to other remedies it may have, suspend or terminate this Agreement upon the occurrence of such event.

All policies shall be issued by admitted insurers licensed to do business in the State of California, and such insurance shall be purchased from companies possessing a current A.M. Best, Inc. rating of A FSC VII or better.

#### Section 7. 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 COUNTY 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 COUNTY 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. Notice or correspondence required by this Agreement shall be delivered personally or by United States mail as follows:

To FCC:	Gary Fief	To FSO:	Capt. Ryan Hushaw
	Fresno City College, RP-10 1101 E. University Avenue Fresno, CA 93741		Fresno Sheriff's Office 2200 Fresno Street Fresno, CA 93721

- I. The specific course(s) covered under this Agreement are described in the attached Appendix A, which are incorporated herein by this reference.
- m. COUNTY shall provide FCC with a 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 COUNTY'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.
- n. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement, binding on the parties according to its terms and conditions.

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

County of Fresno	Fresno City College, a college of the State Center Community College	
1/2	District  CX Suli	
Steve Brandau, Chairman of the Board of Supervisors of the County of Fresno	Cheryl Sullivan, SCCCD Vice Chancellor of Finance and Administration	
Date: May 25, 2021	Date: May 6, 2021	
Lisa Craft, Deputy	REVIEWED AND RECOMMENDED FOR APPROVAL:	
Date:	Carole Goldsmith	
	Dr. Carole Goldsmith, FCC President	
	Date: Apr 28, 2021	
ATTEST:		
there Curt Death	APPROVED AS TO LEGAL FORM:	
Bernice E. Seidel, Clerk of the Board of	Matthew Besmer (May 7, 2021 11:07 PDT)	
Supervisors, County of Fresno, State of California	Matthew Besmer, SCCCD General Counsel	
Date: Mey 35, 2021	Date: May 7, 2021	

FOR ACCOUNTING USE ONLY:

Fund:

0001

Subclass:

10000

ORG:

31112413

Account:

5800

# **APPENDIX A - Sheriff's Dept**

# FRESNO CITY COLLEGE ISA COURSE LIST

AGENCY:
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.
Contract.
AJ-233 - AR-15 Armorer Course
AJ-233A - Tactical Firearms (PSP)
AJ-233B - Firearms - Tactical Rifle
AJ-233C - Civil Procedure for Law Enforcement Officers
AJ-233D - Cal Gang End User Training
AJ-233E - Police Training Officer (PTO)
AJ-233F - Wilderness Tracking
AJ-233G - Electronic Weapons
AJ-233H - Driving (PSP)
AJ-233I - Court & Temporary Holding Facility
AJ-233J - Advanced Officer Course
AJ-233K - Arrest & Control Update
AJ-233L - Training Conference
AJ-233M - Patrol Canine Handler Update
AJ-233N - Search and Rescue Training Update
AJ-233O - Underwater Search and Recovery Update
AJ-233P - Search & Rescue Inclement Weather Update
AJ-233Q - Introduction to Tactical Dispatcher Course
AJ-233R - Response to Active Shooters Update
AJ-233S - Training Conference - Gang Update
AJ-233T - Training Conference - Active Shooter Update
AJ-233U - Training Conference - Emotional Survival for Officers Update
AJ-233V - Officer Skills Orientation Update
AJ-233W - Pursuit Intervention Technique - PIT Update
AJ-233X - Critical Incident Stress Debrief Update
AJ-233Y - De-Escalation Update
AJ-234 - Adult Corrections Officer Core Course
AJ-234A - Adult Corrections Officer Core Enhancement Course
AJ-234B - PC 832 Laws of Arrest
AJ-234C - PC 932 Firearms
AJ-235 - Reserve Officer - Firearm Update Training
AJ-235A - Reserve Officer - Vehicle Transition Update Training
AJ-235B - Reserve Officer Driver Awareness Issues - Below 100 Update
AJ-235C - Reserve Officer - E.V.O.C. Update Training
AJ-235D - Reserve Officer - C.P.R. / A.E.D. Update Training
AJ-235E - Reserve Officer - First Aid Update Training
AJ-235E - Reserve Officer - First Aid Opdate Training  AJ-235F - Reserve Officer - Electronic & Impact Weapons Update Training
AJ-235G - Reserve Officer - Report Writing Update Training

AJ-240 - Arrest and Control Update

AJ-240A - Tactical Rifle for Law Enforcement

AJ-240B - Firearms Update

AJ-240D - Driver Training - Emergency Vehicle Update

AJ-240E - Bias Based Policing Update Training

AJ-240F - Principled Policing Update

AJ-240G - First Aid for Medical Injuries Update

AJ-240H - CPR / AED Update Training

AJ-240I - First Aid for Traumatic Injuries Update

AJ-243 - Arrest and Control Update for Probation Officers

AJ-243A - Juvenile Institution Orientation Training

AJ-243B - Expandable Baton Update for Probation Officers

AJ-243C - Pepper Spray Training for Probation Officers

AJ-243D - Basic Use of Force Options for Probation Officers

AJ-243E - Tactical Approaches and Entries for Probation Officers

AJ-243F - Field Tactics Update for Probation Officers

AJ-243G - Offender Behavior Modification

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-2450 - 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 IIAJ-246F - Rifle

Instructor

AJ-246G - K9 Handler Update

AJ-246H - MACTAC - Multi Assault, Counter Terrorism Action

CapabilitiesAJ-246I - Basic Bicycle Patrol

AJ-246J - Drug / Alcohol Standardized Field Sobriety

Tests UpdateAJ-246K - Crisis Intervention Training

AJ-246L - Critical Incident

Articulation UpdateAJ-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