



CITY COUNCIL AGENDA REPORT



DEPARTMENT: Fire

MEETING DATE: December 17, 2013

PREPARED BY: Christopher Donovan, Fire Chief

AGENDA LOCATION: CC-10

TITLE: Agreement with Los Angeles Community College District on Behalf of East Los Angeles College to Provide a District Approved Education Course through the Monrovia Fire Department Training Program for the Period Ending June 30, 2014, with Option to Extend for One-Year Periods

OBJECTIVE: To enter into an agreement with East Los Angeles Community College District whereby cost recovery will be permissible through the Monrovia Fire Department in-service training, continuing education and specialized training in compliance with instruction claimed for State apportionment. This is an opportunity for new revenue related to existing training conducted by the fire department, requiring nothing more than tracking training hours and additional documentation.

BACKGROUND: As the economic downturn continues to impact the department, continual efforts have been placed on new fees and revenues that can assist in sustaining fundamental services, such as training. Efforts have been made over the years to enter into Instructional Service Agreements (ISA's) with various colleges that the department had partnered with over the years, to no avail. Recently, those same efforts shifted to East Los Angeles College, which was initially reluctant to enter into an ISA, given the fact that they had nine such agreements in place (including Los Angeles Fire Department, Los Angeles County Fire Department, Monterey Park Fire Department and Alhambra Fire Department, to name a few). After several meetings, the East Los Angeles Community College District agreed to enter into an ISA with Monrovia Fire for a six (6) month trial period. The contract would begin January 1, 2014, and expire June 30, 2014, with the option to renew for one-year periods if the program is found to be beneficial for both the Monrovia Fire Department and the College District.

ANALYSIS: The agreement calls for establishing new revenue in compliance with State apportionment for vocational education. The department would enroll all participants engaged in continuing education, in-service training or specialized training hosted by Monrovia Fire with East Los Angeles College, including paying the standard tuition fee of \$46/unit. In return the College would offer a weekly student contact hour (WSCH) payment of \$3.50 per hour of instruction. The initial tuition payment would be reimbursed through the WSCH payment, including net revenues based on the number of hours that are typically included in the current training.

For example, each paramedic is required to receive 48 hours of continuing education to maintain certification, which equates to 1.5 college units. The department would pay the college \$69 for the annual refresher training and receive \$168 dollars of WSCH reimbursement which is a net of \$99/employee and \$2,500/department for completing the same current required training. In addition, the employees would receive college credit for the training.

ENVIRONMENTAL IMPACT: None

FISCAL IMPACT: Including typical in-service, continuing education and specialized training held each year, it is projected that over \$25,000 in new revenue could be realized annually to the fire department.

OPTIONS: The following options are presented for consideration:

1. Approve the Instruction Service Agreement with East Los Angeles College District
2. Reject the Instructional Service Agreement with East Los Angeles College District

CC-10

RECOMMENDATION: Staff recommends approving the agreement for the six-month trial period and upon recommendation provided by the Fire Chief authorizing the City Manager to extend the Instructional Services Agreement with East Los Angeles Community College District as described in section J of the agreement.

COUNCIL ACTION REQUIRED: If City Council concurs, the appropriate action would be a motion to approve an Agreement with Los Angeles Community College District on Behalf of East Los Angeles College for the period ending June 30, 2014, authorize the Interim City Manager to execute the agreement in a form approved by the City Attorney and upon recommendation provided by the Fire Chief, authorize the City Manager to extend the Instructional Services Agreement with East Los Angeles Community College District as described in section J of the agreement.

AGREEMENT

BY AND BETWEEN THE
CITY OF MONROVIA

AND

THE LOS ANGELES COMMUNITY COLLEGE DISTRICT
ON BEHALF OF EAST LOS ANGELES COLLEGE

This Agreement is made and entered into on January 1, 2014 by and between the City of Monrovia (hereafter referred to as City) and the Los Angeles Community College District (hereafter referred to as the District) on behalf of East Los Angeles College (hereafter referred to as the College), to provide a District approved educational course by East Los Angeles College through the Monrovia Fire Department Training program.

Witnesseth:

WHEREAS, The City of Monrovia conducts training programs designed for entry level and advanced fire personnel; and

WHEREAS, the continuing educational training courses are approved for college credits through the District;

WHEREAS, the College is an accredited, educational institution empowered to grant college credits for approved educational training courses;

NOW THEREFORE, the parties hereto, for the mutual covenants set forth below, agree as follows:

A. RESPONSIBILITIES OF THE COLLEGE

1. The College is responsible for the educational program conducted under the terms of this Agreement. This course of instruction to be taught under this Agreement is listed in Addendum A. The City and the District may agree to provide additional courses pursuant to terms of this Agreement as the need arises.
2. The College shall offer, at the location specified by the City and consistent with the terms of Section B of this Agreement, mutually agreed upon and approved educational courses to meet the needs of the Monrovia Fire Department Training Program. These locations shall be open to the public while the courses being offered by the District are in session.
3. College degree and certificate programs have been approved by the State Chancellor's Office and the courses that make up the program are part of the approved curriculum of the College. The courses of College credit shall have been approved by the College Curriculum Committee and have been approved by the District's Board of Trustees.

4. The College shall assist the City in student registration procedures, associated paperwork, and other support services to adequately manage and control its course curriculum. All students shall be processed and registered in accordance with District procedures as outlined in the College catalog to conform with State/District guidelines. The City shall be required to pay student registration fees at the rate established by the State for each enrolled student. Class hours, supervision, evaluation of course content and curriculum, and withdrawal of students shall be consistent with District approved policies regarding all courses.
5. The District shall employ all instructors consistent with requirements of the California Code of Regulations on a non-compensated basis. The District retains the primary right to select, assign, and direct the instructional activities of any instructor employed by the District under the terms of this Agreement.
6. Instruction to be claimed for State apportionment will be under the immediate supervision and control of an employee of the District who has met the minimum qualifications for instruction in the subjects to be taught under the terms of this Agreement in accordance with Title 5 of the California Code of Regulation. The minimum qualifications shall be those designated by the District. Minimum qualifications are within the purview of the Academic Senate and may be subject to change. The Current minimum qualifications are listed in Addendum B.
7. Where the instructor is not a paid employee of the District, the District shall have a written agreement with each instructor conducting instruction for which State apportionment is to be collected. The agreement between the District and each instructor shall state that the District has the primary right to control and direct the instructional activities of the instructor.
8. The College shall approve the selection of course instructors, professional expelts, and facilitators and evaluate the quality of instruction to ensure the needs of the students are met and the accreditation requirements of the College are satisfied.
9. The College reserves the right to inspect any records maintained by the City concerning the implementation of the terms of this Agreement.
10. If any course under the terms of this Agreement is held outside District boundaries, the District shall comply with the requirements of Section 55230-55232 of Title 5 of the California Code of Regulations regarding approval by adjoining high schools or community college districts and use of non-District facilities.

B. RESPONSIBILITIES OF THE CITY

1. In exchange for the services and payment provided by the District to the City under the terms of this Agreement, the City shall provide classroom space at the Fire Department's Training Center and/or other City facilities for use as off-campus sites by the College for conducting the courses pursuant to this Agreement.
2. In exchange for the services and payment provided by the District to the City under the terms of this Agreement, the City shall provide to the College services and equipment which includes, but is not limited to, instructors, professional expelts, facilitators, support staff, educational and specialized equipment,

materials, day to day management support, and all other related services and overhead necessary to implement to terms of this Agreement.

3. The City will maintain records of attendance and achievement. Records will be open at all times to officials of the College and submitted on a developed schedule.
4. The City shall provide a line-of-sight instructor of record who shall be a non-compensated employee of the District and who shall meet all the District minimum qualifications for faculty teaching in the Fire Technology program.
5. All instructional materials provided by the City to students will be at no additional cost to students enrolled in the course in connection with this Agreement. To the extent that charges will be made for student instructional materials, the charges must be in compliance with Education Code section 76365, 5 California Code of Regulations sections 59400 et seq., LACCD Board Rule 6415 and LACCD Administrative Regulation E-80.

C. JOINT RESPONSIBILITIES OF THE CITY AND THE COLLEGE

1. The City and the College shall each work in good faith to implement this Agreement, and shall use its best efforts to resolve any disputes informally.
2. The City shall coordinate with the College to ensure that all personnel, equipment and materials used in carrying out its responsibilities under this Agreement conform to State of California mandated standards governing instructional programs.
3. The City will offer the college the opportunity to support all Monrovia Fire Department Training programs within College's geographical boundaries including "In-Service Training" or continuing education, which the County deems suitable for College affiliation and College certificates. The College agrees that the City may affiliate with other community colleges for courses for which the College declines affiliation.
4. College courses conducted under the terms of this Agreement must be identified as being open to the general public. The college shall allow any person who has been admitted to the College and who has met the applicable prerequisites to enroll in courses taught under the terms of this Agreement in accordance with State law. The District policy on open enrollment is published in the College catalogue and schedule of classes, along with a description of the courses offered under the terms of this Agreement and information about whether the courses are offered for credit and are transferable.

A student requesting registration in Monrovia Fire Department's Training Program courses would first need to complete the prerequisites of Monrovia Fire Department Training Program courses. In order for the District to claim apportionment for a student in a particular course and in order for the student's attendance to qualify for payment under the terms of this Agreement, the student must be enrolled in the course through the College.

5. The College and the City will ensure that ancillary and support services, such as counseling and job placement, are provided for the students enrolled in courses under the Agreement.

D. PAYMENT FOR SERVICES

The District will pay the City based on Student instructional hours (weekly student contact hours-WSCH or full-time equivalent students-FTES) in accordance with State guidelines. In consideration for the services provided here under the District shall pay the City \$3.50 per student instructional hour that is eligible for State general apportionment. If the State-established registration fee is other than \$46.00 per unit, payments will reflect a pro rata adjustment per student instructional hour for student registration fees based on the change to the rate established by the State. If no compensation is paid by the State to the District, the District will not be obligated to pay the City and the City will correspondingly have no obligation to continue to provide services to the District. If the District is paid apportionment on a pro rata basis by the State, this apportionment shall be applied directly to the City.

E. PAYMENT

All payments by the District under this Agreement shall be subject to verification by the City of Monrovia and other appropriate State of California agencies. Classes offered under this Agreement which do not meet State requirements or District policy shall not be considered when computing the payment under this Agreement.

The District shall pay the City upon submission of a valid invoice as follows:

1. An initial payment will be made on February 15th of each year based on the number of courses taught during the proceeding six-month period.
2. Final payment shall be made approximately 45 days after the receipt of funds from the State. Source data and associated developmental documentation that support the number of students taught will be presented to the City.

F. CERTIFICATIONS

1. The District certifies that it does not receive full compensation for the direct educational costs of this course from any public or private agency, individual or group.
2. The City certifies that the instructional activity to be conducted under the terms of this Agreement will not be fully funded by other sources in accordance with Education Code section 84752.

G. INDEMNIFICATION

1. To the full extent permitted by law the City agrees to defend, indemnify and hold harmless the District, its Board of Trustees, officers, employees, representatives and agents from every action, claim or demand which may be made in connection with the subject matter of this Agreement to the extent such a claim arises from the actions or omissions of the City, its Board of Trustees, officers, employees, representatives and agents.
2. To the full extent permitted by law the District agrees to defend, indemnify and hold harmless the City, its officers, employees, representatives and agents from every action, claim or demand which may be made in connection with the subject matter of this Agreement to the extent such a claim arises from the actions or

omissions of the District, its Board of Trustees, officers, employees, representatives and agents.

H. INSURANCE

1. The City agrees to maintain a program of general liability insurance or self-insurance coverage throughout the terms of this Agreement. The certificate shall state a limit of liability not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined. The City shall provide the District with a certificate of insurance as evidence of coverage prior to the execution of this Agreement. The City shall provide thirty (30) days written notice to the District of any material change in coverage. Further, the City shall maintain a program of worker's compensation insurance throughout the terms of this Agreement.
2. The District agrees to maintain a program of general liability insurance or self-insurance coverage throughout the term of this Agreement. The certificate shall state a limit of liability no less than \$1,000,000 per occurrence for bodily injury and property damage liability combined. The District shall provide the City with a certificate of insurance as evidence of coverage prior to the execution of this Agreement. The District shall provide thirty (30) days written notice to the City of any material change in coverage. Further, the District shall maintain a program of workers' compensation insurance throughout the terms of this Agreement.

I. VALIDITY

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

J. EXTENSION, MODIFICATIONS AND TERMINATION

This Agreement is for the period of six months, terminating on June 30, 2014. This Agreement may be extended for additional periods of one (1) year upon amendment in writing, signed by both parties. The District's Board of Trustees and the City's City Council would need to approve any extension or amendment of this Agreement. 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 sixty (60) days prior to the date specified for such termination.

In the event of such termination, each party shall fully pay and discharge all obligations in favor of the other party accruing prior to the date of such termination. Each party shall be released from all obligations or performance that would otherwise accrue subsequent to the date of such termination. Neither party shall incur any liability to the other by reason of such termination.

K. AUTHORITY OF THE CHIEF

The Fire Chief, or its designee, shall have full authority to administer this Agreement on behalf of the City. The Fire Chief shall have full access and

authority to audit all pertinent records concerning this Agreement.

L. NOTICES

Any and all notices required to be given hereunder shall be deemed given when personally delivered or deposited in the U.S. Mail, postage prepaid to the following address:

CITY OF MONROVIA

City Manager
415 South Ivy Avenue
Monrovia, CA 91016

MONROVIA FIRE
DEPARTMENT

Christopher Donovan, Fire Chief
Monrovia Fire Department
141 East Lemon Avenue
Monrovia, CA 91016

EAST LOS
ANGELES COLLEGE

Tom Furukawa, Vice President
Administrative Services
East Los Angeles College
1301 Avenida Cesar Chavez
Monterey Park, CA 91754-6099

M. WAIVER

No waiver of any breach of this Agreement by either party shall constitute a waiver of any other breach of this Agreement including a subsequent breach of the same provision.

N. GOVERNING LAW

This Agreement shall be interpreted according to the laws of the State of California.

O. AGREEMENT

This document constitutes the entire Agreement between the parties. This agreement may not be altered or modified except by the express written consent of the City, the College and the District. Each party acknowledges there are no other provisions or presentations that have not been incorporated into this Agreement. The City acknowledges that changes to any provision of this Agreement can only be made by action of the Board of Trustees.

IN WITNESS WHEREOF, the City and the District for the College enter into this Agreement as of the day, month, and year first written above.

CITY OF MONROVIA

BY: Fran Delach, City Manager

DATE

MONROVIA FIRE DEPARTMENT:

BY: Christopher Donovan, Fire Chief

DATE

EAST LOS ANGELES COLLEGE:

BY: Tom Furakawa, Vice-President
Administrative Services

DATE

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