

# AGREEMENT

BY AND BETWEEN THE  
CITY OF LONG BEACH

AND

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

**34647**

This Agreement is made and entered into on February 7, 2017, by and between the City of Long Beach (hereafter referred to as the "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 the College through the Long Beach Fire Department Training Program.

Witnesseth:

WHEREAS, The City 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; and

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. The 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 Long Beach 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 to State and 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 experts, 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, unless otherwise prohibited.
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, to be determined solely by the City, 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

experts, 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 their best efforts to resolve any disputes informally.
2. The City shall coordinate with the College to ensure that all personal, 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 inform the College of opportunities to support Long Beach 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, in its discretion, may affiliate with other community colleges for such courses.
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 Long Beach Fire Department's Training Program courses would first need to complete the prerequisites of Long Beach 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 hereunder the District shall pay the City \$4.25 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. 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 Long Beach 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 15<sup>th</sup> of each year based on the number of courses taught during the preceding 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 from these courses 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. 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 City's breach or failure to comply with any obligations contained in this Agreement and/or by reason of negligent or willful acts, errors, misrepresentations, or omissions of the City, its Boards, Commissions, officers, employees, representatives and agents.

2. 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 District's breach or failure to comply with any obligations contained in this Agreement and/or by reason of negligent or willful acts, errors, misrepresentations, 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 five (5) months, terminating on June 30, 2017. This Agreement may be extended for three (3) additional periods of one (1) year upon amendment in writing, signed by both parties. The District's Board of Trustees would need to approve any extension 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. This includes, but is not limited to the right to terminate, amend, extend, modify or alter specific terms of the Agreement in accordance with the terms set forth in this Agreement. 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 LONG BEACH

Patrick West  
City Manager  
333 W. Ocean Blvd.  
Long Beach, CA 90802

LONG BEACH FIRE  
DEPARTMENT

Mike Duree, Fire Chief  
Long Beach Fire Department  
3205 Lakewood Blvd.  
Long Beach, CA 90808

EAST LOS  
ANGELES COLLEGE

Ann Tomlinson, 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 with 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 LONG BEACH:**



BY: PATRICK H. WEST, CITY MANAGER

*Tom Modica* Assistant City Manager

**APPROVED AS TO FORM:**

Charles Parkin, City Attorney

6/30/17  
DATE

EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER.

By: 

5-8-17  
DATE

**EAST LOS ANGELES COLLEGE:**



BY: Ann Tomlinson

Vice President Administrative Services  
East Los Angeles College

4-26-17  
DATE

# ADDENDUM A – LIST OF FIRE TECHNOLOGY CLASSES

REVISED September 2016

<b>FIRE UPDATES</b>	<b>COURSE NO.</b>	<b>NO. HOURS</b>	<b>UNITS</b>	<b>STATUS</b>
Fire Update 27 Hours	Fire Tech 221	27	.5	Approved
Fire Update 54 Hours	Fire Tech 63	54	1.0	Approved
Fire Update 81 Hours	Fire Tech 64	81	1.5	Approved
Fire Update 108 Hours	Fire Tech 65	108	2.0	Approved
Fire Update 135 Hours	Fire Tech 66	135	2.5	Approved
Fire Update 162 Hours	Fire Tech 228	162	3.0	Approved
Fire Update 189 Hours	Fire Tech 229	189	3.5	Approved
Fire Update 216 Hours	Fire Tech 230	216	4.0	Approved
Fire Update 243 Hours	Fire Tech 231	243	4.5	Approved
Fire Update 270 Hours	Fire Tech 232	270	5.0	Approved
<b>FIRE OFFICER CERTIFICATION</b>	<b>COURSE NO.</b>	<b>NO. HOURS</b>	<b>UNITS</b>	<b>STATUS</b>
Fire Instructor 1A	Fire Tech 30	40	2.25	Approved
Fire Instructor 1B	Fire Tech 31	40	2.25	Approved
Fire Instructor 1C	Fire Tech 34	40	1.75	Pending
Fire Prevention 1A	Fire Tech 40	40	2.25	Approved
Fire Prevention 1B	Fire Tech 41	40	2.25	Approved
Fire Management 1	Fire Tech 50	40	2.25	Approved
Fire Command 1A	Fire Tech 60	40	2.25	Approved
Fire Command 1B	Fire Tech 61	40	2.25	Approved
Fire Command 1C	Fire Tech 225	40	2.25	Approved
Fire Investigation 1A	Fire Tech 70	40	2.25	Approved
ICS 100	Fire Tech 91	8	.5	Approved
ICS 200	Fire Tech 220	18	1.0	Approved
ICS 300	Fire Tech 93	27	1.5	Approved
ICS 400	Fire Tech 94	22	1.25	Approved
<b>ENGINEER/DRIVE OPERATOR CERTIFICATION</b>	<b>COURSE NO.</b>	<b>NO. HOURS</b>	<b>UNITS</b>	<b>STATUS</b>
Driver/Operator 1A	Fire Tech 237	40	1.5	Approved
Driver/Operator 1B	Fire Tech 238	40	1.5	Approved
Basic Emergency Vehicle Operations	Fire Tech 239	16	.5	Approved
Basic Pump Operations	Fire Tech 240	16	.5	Approved
<b>COURSE NAME</b>	<b>COURSE NO.</b>	<b>NO. HOURS</b>	<b>UNITS</b>	<b>STATUS</b>
Advanced Fire Management and Leadership	Fire Tech 32	136	7.5	Approved
Wildland Fire Behavior Calculations	Fire Tech 33/5390	32	1.75	Approved
EMT Refresher (54hrs)	Fire Tech 97	54	2.0	Archived
Paramedic Refresher (48hrs)	Fire Tech 227	48	1.0	Approved
Intermediate Fire Behavior	Fire Tech 233/S-290	32	1.0	Approved
Strike Team Task Force Leader	Fire Tech 234/S-330	32	1.75	Approved
Division/Group Supervisor	Fire Tech 235/S-339	20	1.0	Approved
Safety Officer	Fire Tech 236	32	1.75	Approved
Fire Control 2-Basic Operations	Fire Tech 242	18	.5	Approved
Auto Extraction	Fire Tech 241	18	.5	Approved
Roof Ventilation	Fire Tech 243	16	.5	Approved
Ethical Leadership For Fire Instructors	Fire Tech 244	8	.5	Approved
Fire Operations In The Wildland Urban Interface	Fire Tech 186/S-215	27	1.5	Approved
Internal Affairs Investigation	Fire Tech 187	40	1.5	Approved
Tactical Decision Making In Wildland Fires	Fire Tech 188/S-336	24	1.75	Approved
Basic Leadership Skills For Fire Supervisors	Fire Tech 189/L-280	16	1	Approved





## **ADDENDUM B**

### **Title 5. Education Code of California**

#### **53410. Minimum Qualifications for Instructors of Credit Courses, Counselors, and Librarians.**

The minimum qualifications for service as a community college faculty member teaching any credit course, or as a counselor or librarian, shall be satisfied by meeting any one of the following requirements:

- (a) For faculty assigned to teach courses in disciplines where the master's degree is not generally expected or available, which are, generally, disciplines in specialized technical, trade, or industrial fields, either of the following:
  - (1) Possession of a bachelor's degree, or equivalent foreign degree, plus two years of professional experience directly related to the faculty member's assignment; or
  - (2) Possession of an associate degree, or equivalent foreign degree, plus six years of professional experience directly related to the faculty member's assignment.

**NOTE:** Minimum qualifications are also met by those individuals possessing a life time teaching credential in their field of training; ie: police training