

Honorable Mayor and Members
of the Torrance City Council
City Hall
Torrance, California

Members of the Council:

**SUBJECT: Fire Department - Approve an Agreement with El Camino College
District for In-Service Firefighter Training Program**

RECOMMENDATION

Recommendation of the Fire Chief that the City Council approve a five-year agreement for in-service firefighter training program between the City of Torrance and the El Camino Community College District ("District") from July 1, 2008 to June 30, 2013. Since the Fire Department is providing much of the training and coordination in the program, the City is entitled to a portion of the State funding received by District for fire fighter students enrolled in the District courses of instruction.

Funding

Not applicable.

BACKGROUND/ ANALYSIS

El Camino Community College District sent us for approval a new agreement for the In-Service Firefighter Training Program to be effective July 1, 2008 with a five-year term. The existing agreement was approved by Council on June 17, 2003 with effective date July 1, 2003 and does not have an expiration date. The District stated that it was renewing all affiliates contracts that did not include expiration dates and that this was a requirement of the Education Code that limits all contracts to five-year agreements. Their Board supports the requirements of the Education Code. With the exception of the expiration date and the signatures, there are no other changes to the Agreement. After the approval of the attached agreement, staff will send a letter to the District notifying them that the City terminates the old agreement effective June 30, 2008.

The City has had an agreement with ECC District for in-service firefighter training program since March 25, 1998. Because the Fire Department is providing much of the training and coordination in the program, the City is entitled to a portion of the State funding received by District for fire fighter students enrolled in the District courses of instruction. In 2003, a revised agreement was approved by Torrance City Council to change the way the

reimbursement to City is calculated from a Full-Time Equivalent Students (FTES) formula to a flat rate of \$2.50 per student contact hour.

The City receives revenues that vary with the number of students enrolled. We received approximately \$58,000 in FY2007/08. The revenues received from the in-service training program will be used for various departmental projects.

The Fire Department provides in-service fire fighter training to fire fighters through the District's Fire and Emergency Technology Division. This training program meets all requirements of the law of the State of California and enables the District to furnish unit credits to students completing the in-service fire training classes. Since the Department is providing much of the training and coordination in the program, the City is entitled to a portion of State funding received by the District for fire fighter students enrolled into the District courses of instruction.

Respectfully submitted,

WILLIAM RACOWSCHI
Fire Chief

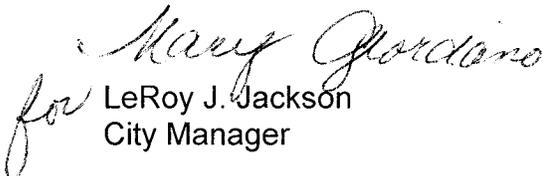


By Neli Mileva
Sr. Administrative Analyst

CONCUR:



William Racowski
Fire Chief



for LeRoy J. Jackson
City Manager

Attachments: A. Agreement for an In-Service Firefighter Training Program

Purchasing & Contracts:
copies to:

Contract # _____

AGREEMENT FOR AN IN-SERVICE FIREFIGHTER TRAINING PROGRAM
WITH THE CITY OF TORRANCE

THIS AGREEMENT is made and entered into this 1st day of
July, 2008 ;

by and between City of TORRANCE (hereafter "City")

and EL CAMINO COMMUNITY COLLEGE DISTRICT
(hereafter "DISTRICT")

RECITALS

WHEREAS, the City desires to provide in-service fire
fighter training to fire fighters through the District's Fire and
Emergency Technology Division; and

WHEREAS, the City's training program meets all
requirements of the law of the State of California; and

WHEREAS, the District desires to furnish unit credits to
students completing the in-service fire training classes to the
satisfaction of instructors; and

WHEREAS, because it will be providing much of the training
and coordination in the program, the City will be entitled to a
portion of State funding received by District for fire fighter
students enrolled into the District courses of instruction.

NOW, THEREFORE the parties hereto agree as follows:

1. TERM: The term of this Agreement shall commence on July 1, 2008 and end on June 30, 2013.

2. DESCRIPTION OF SERVICES AND RESPONSIBILITIES: District and City agree to provide services as described herein below. The responsibilities of the parties follow:

A. Responsibilities of District:

(1) Conduct, through the City, approved firefighter in-service training courses under its Fire and Emergency Technology program.

(2) Ensure compliance with all appropriate Title V and Education Code requirements to ensure these courses are completely eligible for State apportionment.

(3) Provide a coordinator, register students, appoint designated City staff as District instructors, and perform other appropriate support services to adequately manage and control its course offerings.

(4) Evaluate the quality of instruction to ensure it meets the needs of the students.

(5) Give appropriate units of credit for successful completion of each course of instruction.

(6) Accept, recognize, and adhere to the City's established policies and procedures concerning student academic performance and discipline.

B. Responsibilities of the City.

(1) Furnish facilities and instructional services at the City for the conduct of in-service fire training classes.

(2) Provide qualified instructors, lecturers, equipment, materials, day-to-day management support, and all related overhead necessary to conduct the program.

(3) Be responsible for grading students and for taking appropriate action regarding academic performance, in accordance with City policies.

(4) Cooperate with District to ensure that all instructional personnel, equipment, and materials used in this program conform to all requirements governing instructional programs for fire fighters.

3. ADMINISTRATION: The Coordinator, or his authorized designee (hereafter jointly referred to as "Coordinator"), shall have the authority to administer this Agreement on behalf of the City. District shall designate, in writing, a person who shall have the authority to administer this Agreement on behalf of District.

4. PAYMENT FOR SERVICES:

A. District shall reimburse the City for services and materials to be supplied hereunder at a rate of two dollars and fifty cents per student contact hour.

B. The City will supply appropriate invoices at the end of each semester for all student contact hours qualified under this Agreement. Invoices shall be mailed to District address contained in Section 18 herein. District shall make payment no later than (30) days after delivery of invoices from the City.

C. Payment under this agreement is subject to verification made by the California Community Colleges and other appropriate state agencies.

D. Students may be charged by the City directly for the cost of textbooks and materials which students retain in their possession.

E. District payment shall be due and payable upon submission of grades for registered students.

5. RECORDS AND AUDITS:

A. Educational Records: District and City shall maintain accurate and complete records which shall include a record of educational services provided in sufficient detail to permit an evaluation of services in accordance with Education Code provisions. Such records shall be open to the respective inspection and audit by authorized professional staff of the District, City, and other State Agencies where such inspection and audit does not conflict with the Pupil Record Act of the Education Code.

B. Financial Records: District and City shall maintain accurate and complete financial records of its activities and operations as they relate to services provided

under this Agreement. All such records shall include supporting documentation and other information sufficient to fully and accurately reflect District's and City's provision of services hereunder. All such records shall be retained by District and City for a minimum period of five (5) years following the expiration or termination of this Agreement. All such records shall be open to inspection and audit at reasonable times by an authorized representative of District. Any audit of District records conducted by City staff shall include an exit conference with District, if requested by District.

6. REPORTS: The City shall make written reports as required by Coordinator, concerning the City's activities as they affect the contract duties and purposes contained herein. In no event, however, may Coordinator require such reports unless it has provided the City with at least thirty(30) days prior written notification thereof. District shall provide City with a written explanation of the procedures for reporting the required information.

7. INDEMNIFICATION: The District shall indemnify, defend, and hold harmless the City, its agents, officers, and employees, from and against any and all liability, expense, including defense costs and reasonable legal fees, and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage, arising from

or connected with District's acts, negligence, or omissions hereunder.

The City shall indemnify, defend, and hold harmless District, its agent, officers, and employees, from and against any and all liability, expense, including defense costs and reasonable legal fees, and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage, arising from or connected with the City's acts, negligence, or omissions hereunder.

8. CONFIDENTIALITY: Both parties shall maintain the confidentiality of all student academic and other student personal and private records. Both parties agree not to release such data to any third party without the prior written consent of the student or unless disclosure is otherwise authorized by law. Each party shall maintain the confidentiality of its records in accordance with all applicable Federal, State, and local laws, ordinances, regulations, and directives relating to confidentiality. Both parties shall inform all of its officers, employees, and agents providing services hereunder of the confidentiality of such records. Both parties agree to defend and save harmless the other party, its officers, agents, and employees against any and all liability and demands arising out of any disclosure of such reports and information by the other party, its officers, agents, and employees.

9. NON-DISCRIMINATION: It is the policy of the El Camino Community College District Public Safety Program and the

participating affiliate to provide fair and equitable treatment of all individuals participating in the program without regard to ethnicity, religion, sexual identity, national origin, ancestry, age, or physical handicap.

We are committed to providing a work and learning environment free of intimidation, harassment and unlawful discrimination. We share in the responsibility of providing a harassment-free employment and educational environment in complying with both federal and state mandates and guidelines regarding non-discrimination and sexual harassment.

10. DELEGATION AND ASSIGNMENT: Neither party shall delegate its duties or assign its rights hereunder, or both, either in whole or in part, without the prior written consent of the other party. Any such delegation or assignment attempted without such consent shall be null and void.

11. ALTERATION OF TERMS: The body of this Agreement fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Agreement. No addition to, or alteration of, the term of this Agreement, whether by written or verbal understanding of the parties, their officers, agents, or employees, shall be valid and effective unless made in the form of a written amendment to this Agreement and formally approved and executed by the parties in the same manner as this contract form.

12. LICENSES, PERMITS, CERTIFICATES, AND ACCREDITATION:

Both parties shall obtain and maintain in effect during the term of this Agreement, all licenses, permits, certificates, and accreditation required by law applicable to its performance of this Agreement, and shall ensure that all their officers, employees, and agents who perform services hereunder obtain and maintain in effect during the term of this Agreement, all licenses, permits, certificates, and accreditations required by law which are applicable to their performance hereunder.

13. SEVERABILITY: If any provisions of this Agreement are or become contrary to State law or regulations of other agencies or decisions of courts of competent jurisdictions, District and City, agree to renegotiate these portions without affecting the balance or intent of this Agreement.

14. AUTHORIZATION WARRANTY: District hereby represents and warrants that the person executing this Agreement for District is an authorized agent who has actual authority to bind District to each and every term, condition, and obligation set forth in this Agreement and that all requirements of District have been fulfilled to provide such actual authority.

15. DISTRICT'S OFFICES: District's business offices are located at El Camino Community College District; Purchasing and Business Services Office; 16007 Crenshaw Boulevard; Torrance, California 90506. District shall notify in writing those City representatives listed in the Paragraph 18 herein below of any change in its business address at least ten

(10) days prior to the effective date thereof.

16. CITY OF TORRANCE FIRE DEPARTMENT OFFICES: Department's business offices are located at Torrance Fire Department; 1701 Crenshaw Boulevard; Torrance, CA 90501 . City shall notify in writing those District representatives listed in paragraph 18 of any change in its business address at least ten (10) days prior to the effective date thereof.

17. NOTICES: Any and all notices required, permitted, or desired to be given hereunder by one party to the other shall be in writing and shall be delivered to the other party personally or by United States mail, certified or registered, postage prepaid, return receipt requested, at the addresses listed under Paragraph 18 to the attention of the persons named. Coordinator shall have the authority to issue all notices which are required, permitted, or desired by City hereunder. Addresses and persons to be notified may be changed by either party by giving at least ten (10) days prior written notice to the other party.

18. TERMINATION: This Agreement may be terminated by either party with written, sixty (60) days, notice. Such notice of termination shall not affect students currently enrolled in the program.

To District: El Camino Community College District
Industry and Technology Divison Office
16007 Crenshaw Boulevard
Torrance, California 90506
Attention: Dr. Stephanie Rodriguez
Dean of Industry and Technology

To City: Torrance Fire Department

Office of the Fire Chief
1701 Crenshaw Boulevard
Torrance, CA 90501

Copy to: City Clerk
3031 Torrance Blvd.
Torrance, CA 90509

IN WITNESS WHEREOF, the Fire Chief of the Department, and the Director of Purchasing and Business Services of the District, have caused this Agreement to be subscribed in its behalf by its duly authorized officers, the day, month, and year first above written.

EL CAMINO COMMUNITY
COLLEGE DISTRICT

CITY OF TORRANCE,
a Municipal Corporation

By _____
Rocky Bonura, Director

Frank Scotto, Mayor

Date: _____

Date: _____

ATTEST:

Sue Herbers, City Clerk

By _____
LeRoy J. Jackson
City Manager

Date _____

APPROVED AS TO FORM:

JOHN L. FELLOWS III
City Attorney

By: _____