

**AGREEMENT BETWEEN
MERCED COLLEGE
AND
MERCED CITY FIRE DEPARTMENT**

This agreement is entered into between the Merced College District, hereinafter called District, and the Merced City Fire Department, hereinafter called Merced City Fire.

WHEREAS:

- A. Public Law 94-482, California Code of Regulations Title V, Section 55600, Education Code 58058 allows a Community College District to contract with a public or private agency to provide instruction;
- B. Merced City Fire is a public, non-profit entity with capabilities and experience in general and/or vocational instruction and training and holds a tax exemption status under the provisions of Section 501 (1) of the Internal Revenue Code of the United States.
- C. Merced City Fire employs sufficient instructional staff possessing minimum qualifications to instruct in Fire Technology in a California Community College and who are or can be approved by the Merced College Board of Trustees.
- D. Merced City Fire's financial resources are adequate to insure operation for the duration of this agreement and Merced City Fire operates on a basis of sound administrative policies and adheres to ethical practices and does not and shall not discriminate on the basis of race, color, marital status, religion, handicap, sex or ancestral origin; is practicing an affirmative action program to seek and train members of disadvantaged and ethnic groups in the community in compliance with the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972 and Section 504 of the Rehabilitation Act of 1973.
- E. Merced City Fire's physical facilities meet requirements of Federal and State regulations and its equipment and instructional materials are adequate and suitable for the courses offered and the numbers of students in attendance.
- F. The funds allotted to Merced City Fire under the agreement will be used to augment instruction, training, and material costs ordinarily associated with general and/or vocational education programs. Merced City Fire, through this agreement can provide adequate augmented training services not otherwise available to the District.

NOW, THEREFORE, in consideration of conditions, covenants, terms, agreements, and recitals contained herein, it is mutually agreed as follows:

- 1. Merced City Fire, through its training office in Merced, and in cooperation with the District, shall provide instruction, training, facilities, equipment and other services for students, to the extent of the prescribed curriculum in pre-employment and employment studies at Merced City Fire and District facilities.

2. Instructors must meet the minimum qualifications of a bachelor's degree plus two years experience or an associates degree plus six years experience in the Fire Technology field as specified in Education Code Part 51, Chapter 2.5 or approval of the Equivalency Committee. In addition, they must be officially hired by Merced College prior to instructing a class. The college shall have the primary right to control and direct the activities of the instructors during the instruction of classes under the agreement. MERCED CITY FIRE instructors shall maintain current, accurate records of student attendance and progress.
3. MERCED CITY'S FIRE Training Officer will accept the responsibility for accomplishing the DISTRICT'S college registration procedures for all classes offered under this contract. MERCED CITY FIRE further consents to inspection by authorized representatives of the DISTRICT, the State Board of Education, the California Community Colleges Board of Governors, and any appropriate State Licensing Board and/or Agency. Nothing in this agreement authorizes anyone to inspect records containing information which is confidential under Welfare and Institutions Code 5328.
4. MERCED CITY FIRE shall mutually agree upon specific courses and dates each year of this agreement. Classes may be added to the schedule by mutual agreement and shall not exceed \$7,600 pay out from the DISTRICT to MERCED CITY FIRE. MERCED CITY FIRE certifies that the direct educational cost of the agreed upon instructional activity is not and will not be funded by other sources.
5. At the conclusion of each class, and no later than three weeks after the completion of a class, MERCED CITY FIRE shall invoice the DISTRICT at the rate of: \$3.00 per student contact hour for facility usage from which the DISTRICT will deduct the current registration fee. An invoice submitted after the three week limit will not be honored for payment.
6. The MERCED CITY FIRE DEPARTMENT Training Officer shall be responsible for the direction and supervision of all activities of students and instructors which are performed on the premises of the City facilities, and shall coordinate all such activities with the Training Officer so that the students shall be subject to the administrative policies and procedures governing instruction by the DISTRICT.
7. Any questions of conflict between the operation of Merced College Fire Technology Program and the MERCED CITY FIRE Training Program shall be determined and resolved jointly by the Training Officer and the Merced College Fire Technology Program Coordinator.
8. THE DISTRICT SHALL:
 - a. Provide reimbursement at established rates in item 5 above.
 - b. Subtract from the MERCED CITY FIRE'S invoice the DISTRICT'S standard and customary per unit fee for MERCED CITY FIRE sponsored students. These fees are currently established at \$46.00 per credit unit.

- c. Reimburse MERCED CITY FIRE within 90 days of the receipt of invoice.
 - d. DISTRICT shall ensure that tuition, fees, and refunds are consistent with those disclosed in the DISTRICT'S publications. The District certifies that it does not receive full compensation for the direct education costs of the course(s) from any public or private agency, individual or group.
 - e. DISTRICT shall provide necessary clerical support in the form of class handouts and class registration processing.
 - f. DISTRICT shall supervise administrative functions, including admissions, counseling, registration, attendance, and achievement records.
 - g. DISTRICT shall supervise and evaluate instruction in the courses to insure that conduct of these courses meet the standards of the DISTRICT's regular programs.
9. IT IS MUTUALLY AGREED THAT:
- a. Representatives from both parties will meet at least twice annually to determine a schedule of Fire Technology training on a semester basis.
 - b. The Merced College Fire Technology Program and Dean of Instruction must approve all course requests. New courses must be submitted in keeping with Merced College curriculum approval procedures. This educational program is under the control and direction of the District.
 - c. Class size shall be a minimum of 17 students. All classes less than 17 students will be decided on a class by class basis by the DISTRICT.
 - d. The DISTRICT and MERCED CITY FIRE shall develop a mutually agreed upon process through which required instructor contracts, employment forms, purchase requisitions and other required paperwork will be handled.
10. THE DISTRICT, to the extent provided by law, shall indemnify MERCED CITY FIRE, its employees, agents and officers and hold it and them harmless from liability for the acts of the DISTRICT employees, agents, and officers and shall defend MERCED CITY FIRE, its employees agents, and officers in all actions for damages wherein liability exists solely by reason of tortious acts of the DISTRICT, its employees, agents, or officers.
11. MERCED CITY FIRE, to the extent provided by law, shall indemnify the DISTRICT, its employees, agents and officers and hold it and them harmless from liability for the acts of the MERCED CITY FIRE employees, agents, and officers and shall defend the DISTRICT, its employees agents, and officers in all actions for damages wherein liability exists solely by reason of tortious acts of the MERCED CITY FIRE, its employees, agents, or officers.
12. This agreement shall become effective July 1, 2017 and shall remain in effect until June 30, 2018.

13. DISTRICT and MERCED CITY FIRE, shall comply with all federal requirements established under 28 Code of Regulations, Part 36, Americans with Disabilities Act, in order to make programs accessible to all participants and to provide equally effective communications.
14. DISTRICT and MERCED CITY FIRE shall, in accordance with Government Code Section 8546.7, be subject to examination and audit of the Bureau of State Audits for a period of 3 years after final payment under the contract. Examination and audit shall be confined to those matters connected with performance of the contract including, but not limited to, cost of administering contract.
15. This agreement may be amended by mutual written consent.
16. Notwithstanding anything to the contrary, the DISTRICT or MERCED CITY FIRE may terminate the agreement at any enrollment period by giving 30 days prior written notice or sooner by mutual agreement.
17. This agreement is conditional upon the appropriation and availability of funding by the DISTRICT and MERCED CITY FIRE.
18. This Agreement shall be effective for the 2017-2018 academic school year, and may be extended in one-year increments by mutual agreement through June 30, 2022.
19. Any notices to be given by either party to the other may be effected by personal delivery in writing, or by mail, registered or certified, postage prepaid, return receipt requested, unless otherwise designated by either party in writing. Such notice shall be mailed as follows:

THE DISTRICT:

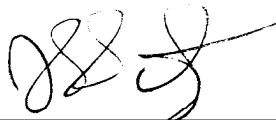
Merced College
3600 M Street
Merced CA 95348

MERCED CITY FIRE:

Merced City Fire Department
99 E. 16th Street
Merced CA 95340

IN WITNESS WHEREOF, the parties hereto have executed this agreement the 4 day
of MAY / 2017.

MERCED COLLEGE DISTRICT



Joanne Schultz

Vice President of Administrative Services

MERCED CITY FIRE DEPARTMENT

Michael R. Wilkinson, Merced City Fire Chief

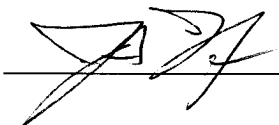
ATTEST:
_____/CITY CLERK

CITY OF MERCED
A California Charter Municipal Corporation

BY: _____
Deputy City Clerk

BY: _____
City Manager

APPROVED AS TO FORM:

BY:  Jeffrey S. Kantman 7-14-2017
No.: _____
Interim City Attorney

Taxpayer I.D.

ACCOUNT DATA NO:

ADDRESS: 3600 M STREET
MERCED CA 95340

BY: _____
Verified by Finance Office

TELEPHONE: