



City of Woodland

REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM

TO: THE HONORABLE MAYOR
AND CITY COUNCIL

DATE: September 1, 2009

SUBJECT: ROP Fire Science Academy Memorandum of Understanding between the Yolo County Office of Education and the City of Woodland Fire Department

Report in Brief

The Yolo County Office of Education Regional Occupation Program provides various work skills instruction in collaboration with community resources. The Woodland Fire Department has participated in this program for nine years providing Fire Science training to hundreds of county youth and adults. This program has been favorably received by the students, parents, educators and firefighters who have been involved. In order to continue the program, the City must approve a Memorandum of Understanding that clarifies the roles and responsibilities of the County Office of Education and the City.

Staff recommends that the City Council authorize the Fire Chief to enter into a Memorandum of Understanding with the Yolo County Office of Education for providing Fire Science training as part of the Yolo Regional Occupational Program for the upcoming fiscal year, beginning July 1, 2009 through June 30, 2010.

Background

Since 1999, the Woodland Fire Department has partnered with the Yolo County Office of Education (YCOE) to provide Fire Science training to students (high school and adults) as part of its Yolo Regional Occupational Program (ROP). For the past seven years, the Woodland Fire Department has conducted an ROP Fire Science Academy as a six-month program running from September through March. Over 200 students have participated in the program which culminates with a graduation ceremony attended by family members and friends. The program is an excellent example of community outreach between the City, Fire Department and County Office of Education.

This year the Woodland Fire Department and the Yolo County Office of Education have agreed to a shorter, more accelerated program that will run September to November, and then January to February. With reduced staffing and other conflicts and demands, Fire Department staff will be hired back off-duty to provide the instruction and have proposed a shorter format which has been

accepted by YCOE. Students in this new academy will complete a minimum of 180 hours (not to exceed 300 hours) of fire science training that can be applied towards the requirements for Volunteer Firefighter I certification through the California State Fire Marshal’s Office. The academy will cover basic firefighting skills, care of the sick and injured, wild land firefighting and career development. The ROP Academy typically enrolls as many as 30 students, and then graduates 15-20 due to attrition. ROP Fire Science Academy students who graduate may be referred to the Woodland Fire Department’s Fire Explorer program (Boy Scouts of America) based on performance, attitude and teamwork. The term of this Memorandum of Understanding (MOU) is July 1, 2009 to June 30, 2010 and becomes effective upon the date of execution by both parties.

Discussion

In the MOU, the City of Woodland Fire Department agrees to “provide instruction, training, facilities, equipment, supervision and other services” to complete the fire science academy. The City of Woodland Fire Department shall prepare and submit a report of attendance to ROP at the end of each month, and keep and retain the attendance and achievement records of each student. Standard comprehensive and general liability insurance provisions apply, and have been approved by YCPARMIA. These conditions have not changed from previous years.

In the MOU, the ROP receives ADA credit for each student. The ROP will also show proof of comprehensive and general liability insurance, as in past years. Compensation to the City in the form of an hourly rate paid for each student and the amount paid for the use of the facility remains the same as last year. Changes to this year’s MOU for the ROP are as follows:

- The length of the academy has been condensed from 6 months to 4 months concluding in February instead of March.
- YCOE will purchase all required textbooks

The total anticipated net revenue from ROP for this year’s academy is approximately \$10,000. The revenue recovers costs for materials, labor, supplies, equipment and the potential loss of rental income of the Training Facility at Fire Station 3 during this period. Net revenue will help the City recover the cost for building operation and maintenance and administrative overhead.

Fiscal Impact

The anticipated revenue vs. costs associated with running this program is as follows:

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| • Anticipated Revenue (20 students @ \$5.13/hr x 180 hrs) | \$18,468.00 |
| • Special assignment/Ride-Along (20 students x \$5.13/hr x 8 hrs) | \$820.80 |
| • Facility/Equipment Use Fee | <u>\$2,400.00</u> |
| <i>Sub-total</i> | \$21,688.80 |
| • Overtime for Instruction - 180 hours X \$ 35.22 average/hour | \$6,339.60 |
| • Facility use – Lost Revenue Potential at \$ 28.00/hour x 180 hours | \$5,040.00 |
| Total Anticipated Net Revenue | \$10,309.20 |

Public Contact

Posting of the City Council agenda.

Recommendation for Action

Staff recommends that the City Council authorize the Fire Chief to enter into a Memorandum of Understanding with the Yolo County Office of Education for providing Fire Science training as part of the Yolo Regional Occupational Program for the upcoming fiscal year, beginning July 1, 2009 through June 30, 2010.

Prepared by: Tod Reddish
Fire Chief

Mark G. Deven
City Manager

Attachment: MOU between the Yolo County Office of Education and the City of Woodland Fire Department

MEMORANDUM OF UNDERSTANDING

PARTIES: This Memorandum of Understanding (MOU) is entered into between the Yolo County Office of Education (YCOE) and the City of Woodland Fire Department.

PURPOSE: The purpose of this MOU is to enable the YCOE/Yolo Regional Occupational Program and the City of Woodland Fire Department to provide Fire Science training to high school and adults students.

AUTHORITY: This MOU is entered into by and between the parties in exercise of the authority set forth in conformance with the California State Plan for Vocational Education and the Fire Science Instructional Course Plan as filed with the California State Department of Education and agreed upon by both parties.

TERM: This MOU shall become effective upon the date of execution by both the parties and shall continue for a period of **July 1, 2009 to June 30, 2010**.

SCOPE OF SERVICES:

- A. The City of Woodland Fire Department represents that the Lead Instructor of the program operated with respect to this Agreement possesses and will hold a valid California Teaching Credential that authorizes the teaching of the vocational subject.
- B. The facilities to be provided by the City of Woodland Fire Department to conduct the program specified herein shall meet the requirements of the State and local safety and health regulations during the term of this Agreement. Equipment and instructional materials furnished with respect to this Agreement shall be adequate and suitable for the programs operated and the number of students in attendance. The cost of providing the specified instructional materials is included in the amount to be paid per student hour set forth in paragraph E hereunder. There will be no additional payment made by the Yolo Regional Occupational Program. The City of Woodland Fire Department and the Yolo Regional Occupational Program shall mutually agree upon the purchase of equipment.
- C. The City of Woodland Fire Department shall maintain daily records of student attendance in accordance with Yolo Regional Occupational Program policy and shall prepare and submit a report of attendance on forms provided by the Yolo Regional Occupational Program at the end of each school month. City of Woodland Fire Department attendance and achievement records shall be available for review and audit by an independent auditor and the authorized representative of the Yolo Regional Occupational Program. Such records shall be maintained by the City of Woodland Fire Department for a period of five (5) years after the close of each school year. All attendance of students enrolled in the program operated by the City of Woodland Fire Department pursuant to this Agreement shall be credited to the Yolo Regional Occupational Program for the purpose of apportionment (ADA) from the State.

- D. The City of Woodland Fire Department shall provide instruction, training, facilities, equipment, supervision and other services for no more than the number of students authorized by the Yolo Regional Occupational Program to the extent of the approved hours as specified by the instructional plan.
- E. The Yolo Regional Occupational Program will pay the City of Woodland Fire Department \$5.13 per hour of student training per student for the Fire Science Program and \$2,400 rental of the training facilities. Payment shall be made upon receipt of an itemized invoice accompanied by a report, which list the names of students and number of hours each student was in attendance in the program. These payments shall be made at the end of the program in March, for the hours submitted. The City of Woodland Fire Department shall not be reimbursed for more than 300 hours of instruction for any one student in any one fiscal year. The City of Woodland Fire Department shall accept new students authorized by the Yolo Regional Occupational Program at the beginning of each enrollment period and shall provide each of the new students with the number of hours of instruction as specified herein. Each ROP student must pay an administrative/material fee to the City of Woodland in the amount of \$150 in the event a student cannot afford the administrative/materials fee a scholarship application can be given to the student and approved and paid by the Yolo County Office of Education upon Approval by the program director for both administrative fees & uniform cost.
- F. Neither the Yolo County Office of Education/Yolo Regional Occupational Program nor the City of Woodland Fire Department will discriminate against any person because of race, color, religion, sex, marital status, national origin, parental status, age or handicap, as required by law.

INSURANCE:

During the term of this MOU, YCOE shall provide to City of Woodland Fire Department, and City of Woodland Fire Department shall provide to YCOE, a current certificate of policy evidencing its comprehensive and general liability insurance coverage in a sum not less than \$2,000,000 Aggregate and \$1,000,000 per occurrence. YCOE shall also provide City of Woodland Fire Department, and City of Woodland Fire Department shall also provide YCOE, with a written endorsement naming the other party as an additional insured, and such endorsement shall also state "Such insurance as afforded by this policy shall be primary, and any insurance carried by YCOE OR the City of Woodland Fire Department shall be excess and noncontributory." Any and all insurance coverage may be provided by a City of Woodland Fire Department Self-Insurance program. Coverage shall provide notice to the additional insured of any change in or limitation of coverage or cancellation of the policy no less than thirty (30) days prior to the effective date of the change, limitation or cancellation.

INDEMNIFICATION:

- A. Insofar as permitted by law, YCOE shall assume the defense and hold harmless City of Woodland Fire Department and/or any of its officers, agents or employees from any liability, damages, costs, or expenses of any kind whatsoever, including attorneys' fees, which may arise by reason of the sole fault or negligence of YCOE, its officers, agents or employees.
- B. Insofar as permitted by law, City of Woodland Fire Department shall assume the defense and hold harmless YCOE and/or any of its officers, agents or employees from any liability, damages, costs, or expenses of any kind whatsoever, including attorneys' fees, which may arise by reason of any harm to person(s) or property received or suffered by reason of the sole fault or negligence of City of Woodland Fire Department, its officers, agents or employees.
- C. It is the intent of the YCOE and City of Woodland Fire Department that where negligence or responsibility for any harm to person(s) or property is determined to have been shared, the principles of comparative negligence shall be followed and each party shall bear the proportionate cost of any liability, damages, costs, or expenses attributable to that party.
- D. YCOE and City of Woodland Fire Department agree to notify the other party of any claims, administrative actions, or civil actions determined to be within the scope of this Agreement within ten (10) calendar days of such determination. YCOE and City of Woodland Fire Department further agree to cooperate in the defense of any such actions. Nothing in this Agreement shall establish a standard of care for or create any legal right for any person not a party to this Agreement.

TERMINATION/SUSPENSION:

This MOU may be terminated without cause by either party upon thirty (30) days prior written notice to the other party. When required by law, this MOU may be immediately suspended by either party upon notice to the other party; any such suspension shall not extend the term of this MOU.

NOTICES:

Any notice required to be given by the terms of this MOU shall be deemed to have been given when the same is personally delivered or sent by first class mail, postage prepaid, addressed to the respective parties as follows:

To YCOE:

Yolo County Office of Education
1280 Santa Anita Court, Suite 100
Woodland, CA 95776-6127

To City of Woodland Fire Department:

City of Woodland Fire Department
532 Court Street, Woodland, CA 95695

INTEGRATION:

This MOU represents the entire and integrate agreement between YCOE and City of Woodland Fire Department, and supersedes all prior negotiations, representations, or agreements, either written or oral. This MOU may be amended only by written instrument signed by the duly authorized representatives of YCOE and City of Woodland Fire Department.

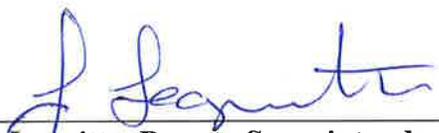
REPRESENTATION OF AUTHORITY:

The undersigned hereby represent and warrant that they are authorized by the respective parties to execute this MOU.

IN WITNESS WHEREOF, YCOE and City of Woodland Fire Department have executed this M.O.U. as of the date first above written.

YOLO COUNTY OFFICE OF EDUCATION

CITY OF WOODLAND FIRE DEPARTMENT



**Linda Legnitto, Deputy Superintendent
Yolo County Office of Education**

**Todd Reddish, Fire Chief
City of Woodland**

Date: 6/25/09

Date: _____



**Ronda L. Adams, Ed.D., Associate Superintendent
of Educational Services, YCOE**

Date: 6-30-09