

RESOLUTION NO. 169

**A RESOLUTION OF THE FRESNO LOCAL AGENCY FORMATION COMMISSION
APPROVING THE EXPERIENTIAL EDUCATION AGREEMENT BETWEEN CALIFORNIA
STATE UNIVERSITY, FRESNO AND FRESNO LAFCO**

WHEREAS, staff has occasionally hired interns from CSU Fresno for part time temporary work under direct supervision; and

WHEREAS, this arrangement provides valuable work experience to the student and frees permanent staff time for higher-level assignments; and

WHEREAS, the challenge of this arrangement is that intern candidates are not predictably available; and

WHEREAS, staff has therefore engaged the CSU Fresno Geography Department to establish a more predictable workforce for internships;

WHEREAS, execution of the agreement (Exhibit "A") will establish a contractual relationship between LAFCo and the CSU Fresno Geography Department to facilitate a steady and predictable intern work force; and

WHEREAS, student interns employed by LAFCo under this agreement will earn academic credit for their work; and

WHEREAS, interns will support LAFCo's mission by assisting in the long-term management of the Commission's GIS database, preliminary research for application and Municipal Service Reviews, and perform related administrative duties; and

WHEREAS, there is no direct financial obligation arising from this agreement (other than the LAFCo's budgeted funds for part-time, temporary internships) and it revocable with 30 days' notice by either party.

NOW, THEREFORE, BE IT RESOLVED that the Fresno Local Agency Formation Commission of Fresno County does hereby DETERMINE AND ORDER as follows:

Section #1. This Commission authorizes the Chair to execute the Experiential Education Agreement between California State University, Fresno and Fresno LAFCo, attached as Exhibit "A."

ADOPTED THIS 14th DAY OF JUNE 2017, BY THE FOLLOWING VOTE:

AYES: COMMISSIONERS PARRA, QUINTERO, SANTOYO, SILVA

NOES: NONE

ABSENT: MAGSIG

STATE OF CALIFORNIA)
COUNTY OF FRESNO)

CERTIFICATION

I, David E. Fey, Executive Officer of the Fresno Local Agency Formation, Commission, Fresno County, State of California, hereby certify that the foregoing resolution was adopted by the Commission at a noticed public hearing held on the 14th day of June 2017.



David E. Fey, Executive Officer
Fresno Local Agency Formation Commission

FRESNO STATE

Discovery. Diversity. Distinction.

University-Agency Agreement for Experiential Education California State University, Fresno

California State University, Fresno is committed to service in the community, and applied learning experiences for students. This is accomplished through field education, service-learning, internships, research, and other activities that integrate our students' academic study with practical experience.

THIS AGREEMENT, made and entered into this 12 day of July 2017 is between the Trustees of the California State University, hereinafter called the "Trustees", on behalf of California State University, Fresno, hereinafter called the "University," and the Fresno Local Agency Formation Commission, hereinafter called the "Learning Site."

In consideration of the mutual promises set forth below, the University and Learning Site ("parties") agree as follows:

- I. **Learning Site's Responsibilities**
 - A. Identify the student's supervisor, who agrees to: meet with the student regularly to facilitate the student's learning experience; provide support, review progress on assigned tasks, verify service hours, give feedback and be responsible for the safety and supervision of student while on site.
 - B. Provide an orientation that includes: a site tour; an introduction to staff relevant to the student's experiential learning activities; a description of the characteristics of and risks associated with the Learning Site's operations, services and/or clients; a discussion concerning safety policies and emergency procedures; and information detailing where students check-in and how they log their time.
 - C. Provide student with a written description of the student's tasks and responsibilities.
 - D. Provide appropriate training, equipment, materials and work area for students prior to students performing assigned tasks or working with the Learning Site's clients.
 - E. Inform student if there is a need for a background check, fingerprinting and/or a health screening test (such as a tuberculosis test); and if yes, obtain the student's fingerprints, background check and/or health screening test results; and maintain the confidentiality of any results as required by federal and state law.
 - F. Evaluate the student if requested by the University and contact the University if the student fails to perform assigned tasks or engages in misconduct.
 - G. Provide emergency first aid for any student who becomes sick or injured by conditions arising out of or in the course of said student's participation in the learning experience at the Learning Site, and providing prompt notification (within 24 hours) to the University. Student is responsible for all associated costs and fees.
 - H. The Learning Site will notify the appropriate University program coordinator in writing, within 24 hours of any unusual and/or uncontrolled health & safety hazards and/or incidents of violence that occur at the Learning Site during the contract period.

- I. The Learning Site may dismiss a student if the student violates its standards, mission or goals. The Learning Site will document its rationale for terminating a student and provide the University with a copy of the rationale upon request.

II. University's Responsibilities

- A. The University will advise the student(s) of their responsibility to:
1. Participate in all training required by the Learning Site.
 2. Exhibit professional, ethical and appropriate behavior when at the Learning Site.
 3. Complete all assigned tasks and responsibilities in a timely and efficient manner.
 4. Abide by the Learning Site's rules and standards of conduct.
 5. Maintain the confidentiality of the Learning Site's proprietary information, records and information concerning its clients.

III. General Provisions

- A. This Agreement will become effective as of the date last written below and continue for a period of 5 years unless terminated by either party after giving the other party 30 days written notice of the intent to terminate. If the Learning Site terminates this Agreement, it will permit any student working at the Learning Site at the time of termination to complete his or her work. At the 5 year termination date the agreement can be renewed once it has been reviewed, updated as applicable and executed by the appropriate parties.
- B. The Learning Site and the University agree to indemnify, defend and hold harmless each other from any and all liability for any personal injury, damages, wrongful death or other losses and costs, including but not limited to reasonable attorney fees and defense costs, arising out of the negligence or willful misconduct of their respective officers, employees, agents or volunteers in the performance of this Agreement. This paragraph will survive expiration or termination of this Agreement.
- C. Each party agrees to maintain general liability coverage of at least \$1,000,000 per occurrence, \$2,000,000 aggregate and to provide evidence of coverage upon request. Insurance must be placed with insurers with a current A.M. Best rating of at least A, or a qualified program of self-insurance.
- D. The Learning Site and the University will meet upon request or as necessary to resolve any potential conflicts and to facilitate a mutually beneficial experience for all involved.
- E. Students participating in a learning activity at the Learning Site are considered trainees, and are not officers, employees, agents or volunteers of the University or the Learning Site. (For paid internships only, students may be eligible for Workers Compensation, benefits and/or compensation of other types which would be the responsibility of the Learning Site to determine and provide as required by law.)
- F. Nothing contained in this Agreement confers on either party the right to use the other party's name without prior written permission, or constitutes an endorsement of any commercial product or service by the University.
- G. There shall be no monetary obligation on the University or the Learning Site, one to the other.
- H. As trainees, and solely for the purposes provided in this section, the students and instructors shall be considered member of the Learning Site "workforce" as defined by

the HIPAA regulations of 45 CFR Section 160.103, and shall be subject to Learning Site's policies protecting the confidentiality of personal health information, as well as any other confidential information that may arise out of performance of this agreement. AGENCY shall provide the students with substantially the same training that it provides to its employees for such purposes.

- I. This Agreement may not be altered unless both parties agree in writing. The parties agree to follow all applicable federal, state and local laws and regulations, including but not limited to laws prohibiting discrimination and harassment. Additionally, this agreement is not legal and binding upon any of the parties concerned until signed on behalf of the Trustees by the University, and the Learning Site.
- J. Any written notice given under this agreement shall be sent by registered mail to each of the addresses below:

UNIVERSITY:

Name: Brian Colham
Title: Director of Procurement
Telephone Number: 559-278-2893
Email Address: bcolham@csufresno.edu

LEARNING SITE:

Name: Robert Silva
Title: Chair
Telephone Number: c/o (559) 600-0604
Email Address: c/o dfey@co.fresno.ca.us

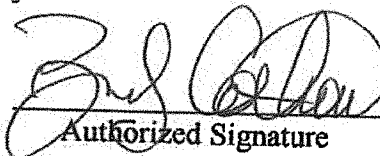
IN WITNESS WHEREOF, this Agreement has been executed by the parties as of the date last written below.

CALIFORNIA STATE UNIVERSITY, FRESNO
FORMATION

FRESNO LOCAL AGENCY

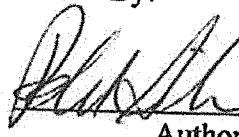
COMMISSION

By:


Authorized Signature Date

Brian Colham, Director of Procurement
Printed Name & Title

By:


Authorized Signature Date

Robert Silva,
Chair, Fresno AFCo