

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

408



FORM APPROVED COUNTY COUNSEL
 BY: GREGORY P. PRIAMOS DATE: 8/5/14
 Departmental Conference

FROM: FIRE

SUBMITTAL DATE:
August 4, 2014

SUBJECT: Approval of the Amendment to the Agreement between the County of Riverside and Riverside Community College District, on behalf of the Moreno Valley College to Provide one (1) Fire Captain to serve as Fire Technology Operations and Logistics Coordinator for the College's Basic Firefighter Academy.
District All / District All [\$0]

RECOMMENDED MOTION: That the Board of Supervisors Approve and Authorize the Chairman of the Board to execute the attached Amendment to the Agreement between the County of Riverside and Riverside Community College District, on behalf of the Moreno Valley College to extend the Agreement to provide one (1) Fire Captain to serve as Fire Technology Operations and Logistics Coordinator for the College's Basic Firefighter Academy.

BACKGROUND:

Summary

The Riverside Community College District, on behalf of the Moreno Valley College maintains a Basic

[Signature]
John R. Hawkins, County Fire Chief

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ N/A	\$ N/A	\$ N/A	\$ N/A	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	
SOURCE OF FUNDS: N/A				Budget Adjustment: No	
				For Fiscal Year: 14/15	

C.E.O. RECOMMENDATION:

APPROVE

BY: *[Signature]*
Tina Grande

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

Positions Added
 Change Order

A-30
 4/5 Vote

Prev. Agn. Ref.: | **District:** All/All | **Agenda Number:**

3-20

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

FORM 11: Approval of the Amendment to the Agreement

DATE: Aug. 4, 2014

PAGE: Page 2 of 2

BACKGROUND:

Summary (continued)

Firefighter Academy in the Public Safety Education and Training Department. Riverside Community College District and the County of Riverside entered into an Agreement for one (1) Fire Department Captain to serve as Fire Technology Operations and Logistics Coordinator for the District's Fire Technology Program on March 15, 2011. The College desires to continue contracting for one (1) Fire Department Captain with the County of Riverside for an additional one (1) year and therefore requests to Amend this Agreement. The District will reimburse Riverside County for the services of the Fire Captain and pay any mileage costs incurred through the use of county vehicles at the current FY 14/15 rates. The term of this agreement shall be from July 1, 2014 and terminating on June 30, 2015.

The Riverside County Fire Department in Cooperation with CAL FIRE continues to greatly benefit in the mentoring and training of these students as potential employees with the Riverside County Fire Department.

Impact on Citizens and Businesses

There is no direct impact on the citizens and businesses due to the approval of this Agreement. There are no changes as to the level of service provided to the College.

SUPPLEMENTAL:

Additional Fiscal Information

There is no fiscal impact with the approval of this Agreement.

Contract History and Price Reasonableness

The Riverside Community College District has been contracting for a Fire Technology Operations and Logistics Coordinator since 1998. There were no changes in the Agreements level of service provided since the previous signed Agreement in FY 10/11. This contract went to the Board of Supervisors in March, 2011.

AMENDMENT TO AGREEMENT BETWEEN RIVERSIDE COMMUNITY COLLEGE DISTRICT AND THE COUNTY OF RIVERSIDE

This document amends the original agreement between the Riverside Community College District on behalf of Moreno Valley College and the County of Riverside, which was approved by the Board of Trustees on August 17, 2010.

The agreement is hereby amended as follows:

ARTICLE 2. TERM OF CONTRACT

Section 2.01. This agreement shall be for one year, followed by a renewal of one additional year if neither party wishes to alter the agreement commencing on July 1, 2014 and terminating on June 30, 2015, unless earlier terminated by either party in a manner set forth herein.

EXHIBIT A – SALARY SCHEDULE FOR FIRE CAPTAIN – TRAINING FY 2014-2015


Salary \$102,626/year
Benefits \$ 75,115/year

Total Yearly \$177,741.00

All other terms and conditions of the original agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date written below.

RIVERSIDE COMMUNITY COLLEGE DISTRICT on behalf of Moreno Valley College

By: 
Aaron S. Brown, Vice Chancellor,
Business and Financial Services

Dated: 7-14-14

COUNTY OF RIVERSIDE

By: _____
Jeff Stone
Chairman, Board of Supervisors

Dated: _____

FORM APPROVED COUNTY COUNSEL
BY: 
ERIC STOPHER
DATE: 8/28/14

EXHIBIT A

Agreement between Riverside Community College District
and the County of Riverside

Re: Fire Technology Operations & Logistics Coordinator

Salary Schedule for Fire Captain-Training FY 2010-2011

Salary	\$99,709.00/year
Benefits	<u>\$59,801.00/year</u>

Total Yearly ~~\$159,510.00~~

race, religion, gender disability, medical condition, marital status, age or sexual orientation is strictly prohibited.

ARTICLE 12. NOTICES

Any notices required or desired to be served by either party upon the other shall be addressed to the respective parties as set forth below:

County:
John Hawkins, Fire Chief
210 W. San Jacinto
Perris, CA 92570

RCCD:
James L. Buysse, Vice Chancellor,
Administration and Finance
4800 Magnolia Avenue
Riverside, CA 92506-1299

Notices may also be served to other addresses as from time to time designated by the respective parties. An information copy of any notice to County shall be sent to:

Clerk of the Board of Supervisors
County of Riverside
4080 Lemon Street, 1st Floor
Riverside, CA 92501

Riverside Community College District
Cordell A. Briggs, Dean
Public Safety Education and Training
Moreno Valley College at the
Ben Clark Training Center
16791 Davis Avenue, Ste. 200c
Riverside, CA 92518-1514

ARTICLE 13. GOVERNING LAW

Section 13.01. This Agreement will be governed by and construed by in accordance with the laws of the State of California and the venue of any action or proceedings in connection herewith shall be the County of Riverside.

ARTICLE 14. ENTIRE AGREEMENT

Section 14.01. This Agreement is intended by the parties hereto as a final expression of their understanding, with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof and supersedes any and all prior and contemporaneous agreements and understandings, oral or written, in connection therewith.

The duly authorized representative of the parties hereto have signed in confirmation of this Agreement of the dates indicated below.

Section 4.04. Unplanned overtime shall not exceed \$6,000.00 per year, and mileage shall not exceed \$4,800.00 per year. Mileage specifically excludes commute from residence to assignment location.

Section 4.05. Both overtime and mileage reimbursement must be specifically for RCCD's business and is subject to periodic review.

Section 4.06. Payment for services will be rendered upon receipt of an invoice by RCCD from County on a quarterly basis.

Section 4.07. It is mutually agreed that RCCD will reimburse the Fire Technology Operations and Logistics Coordinator directly for mileage in non-County vehicles, travel expenses, per diem and other expenses on behalf of RCCD as deemed appropriate by and upon advance written approval of the Director, who is responsible for the Fire Technology/Fire Academy Program for the term of this Agreement.

ARTICLE 5. COUNTY FUNDED EMPLOYEE

Section 5.01. The assigned County-funded employee shall remain a County-funded employee on special assignment to the RCCD for the purposes set forth in this Agreement, and shall not be considered an employee of RCCD. The relationship of the County to the RCCD shall be that of an independent contractor.

ARTICLE 6. AGREEMENT ADMINISTRATION

Section 6.01. The Fire Chief shall administer this Agreement on behalf of the County of Riverside.

Section 6.02. RCCD's Dean of Public Safety Education and Training, and Director, who is responsible for the Fire Technology/Fire Academy Program for Moreno Valley College at the Ben Clark Training Center shall administer this Agreement on behalf of the District.

ARTICLE 7. VACATION AND HOLIDAY TIME

Section 7.01. Vacation time that has been approved by the Fire Chief or designee may be taken with reasonable notice to the Director, who is responsible for Fire Technology/Fire Academy, but shall not conflict with the development of presentation of the Fire Technology course schedule or Fire Academy.

Section 7.02. Because RCCD and County holidays may not correspond, holiday time off will be taken in accordance with the County policy. If County holidays exceed RCCD's holidays during the Agreement period, the excess day(s) shall be taken with reasonable notice to the Director, but shall not conflict with the development or presentation of the Fire Technology course schedule.

ORIGINAL

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Backup VI-B-5
August 17, 2010
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AGREEMENT BETWEEN RIVERSIDE COMMUNITY COLLEGE DISTRICT AND THE
COUNTY OF RIVERSIDE

THIS AGREEMENT is entered into by and between the County OF RIVERSIDE, on behalf of the Riverside County Fire Department ("County") and the RIVERSIDE COMMUNITY COLLEGE DISTRICT, on behalf of the Moreno Valley College ("College").

ARTICLE 1. PARTIES

1. Riverside County Fire Department (hereinafter "RVC")
John Hawkins, Fire Chief
210 W. San Jacinto
Perris, CA 92570
2. Riverside Community College District (herinafter "RCCD")
James L. Buysse, Vice Chancellor, Administration and Finance
4800 Magnolia Avenue
Riverside, CA 925006-1299

ARTICLE 2. TERM OF CONTRACT

Section 2.01. This agreement shall be for two years, followed by a renewal of one year, with an additional renewal of one year if neither party wishes to alter the agreement commencing on August 18, 2010 and terminating on June 30, 2014, unless earlier terminated by either party in the manner set forth herein.

Section 2.02. RVC or RCCD may terminate this Agreement, without cause, upon one hundred and eighty days (180) days written notice to the other party.

Section 2.03. If the term of this agreement extends into fiscal years subsequent to that in which it is approved, such continuation of the agreement is contingent on the appropriation and availability of funds for such purpose, as determined in good faith by RCCD. If funds to affect such continued purpose are not appropriated or available as determined in good faith by the District, this agreement shall automatically terminate and RCCD shall be relieved of any further obligation.

Section 2.04. In the event the parties intend to renew this agreement at the end of the term for another two year period, and the parties have not yet finalized a renewal agreement, the terms and conditions of this agreement will continue in full force and effect, on a month-to-month basis, not to exceed six (6) months, until a new agreement can be completed, approved and signed by the parties. In the event costs to the RCCD increase with the renewal agreement, once a renewal agreement has been signed, RCCD shall make up the difference between the current rate and the new rate.

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