

FORM APPROVED COUNTY COUNSEL
 BY: GREGORY P. PRIAMOS
 DATE: 2/17/16

Departmental Concurrente

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

809



FROM: FIRE

SUBMITTAL DATE:
 February 11, 2016

SUBJECT: Approval of 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 [\$391,986] Contract Revenue

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the attached Agreement between the County of Riverside and Riverside Community College District, on behalf of the Moreno Valley College, between the County of Riverside and the Riverside Community College District on behalf of Moreno Valley College and;
2. Ratify and Authorize the Chairman of the Board to execute this Fire Technology Operations and Logistics Coordinator for the College's Basic Firefighter Academy.

BACKGROUND:

Summary

Continue page 2

[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	\$ 195,993	\$ 195,993	\$ 391,986	\$ 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: Contract revenue from the Riverside Community College District on behalf of Moreno Valley College.
Budget Adjustment: No
For Fiscal Year: 15/16

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.: 09/23/14 3.20 | District: All | Agenda Number:

3-6

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

FORM 11: Approval of the Fire Technology Operations and Logistics Coordinator Agreement

DATE: February 11, 2016

PAGE: Page 2 of 2

BACKGROUND:

Summary (continued)

The Riverside Community College District desires to continue contracting for one (1) Fire Department Captain to serve as Fire Technology Operations and Logistics Coordinator for the District's Fire Technology Program. 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. The term of this agreement shall be from July 1, 2015 and terminating on June 30, 2017.

The Riverside Community College District, on behalf of the Moreno Valley College maintains a Basic 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 in 1998. The College desires to continue contracting one (1) Fire Department Captain with the County of Riverside for two (2) years and therefore requests approval of 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 15/16 rates. The term of this agreement shall be from July 1, 2015 and terminating on June 30, 2017.

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.

The agreement has been reviewed and approved by Riverside County Counsel.

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

The renewal of this agreement does not contain new additional impact to the general fund.

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 Agreement level of service provided since the previous signed Agreement in FY 14/15. This contract went to the Board of Supervisors in September 3, 2014.

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 “County”)
John Hawkins, Fire Chief
210 W. San Jacinto
Perris, CA 92570

2. Riverside Community College District (hereinafter “RCCD”)
Aaron Brown, Vice Chancellor, Business and Financial Services
4800 Magnolia Avenue
Riverside, CA 92506-1299

ARTICLE 2. TERM OF CONTRACT

Section 2.01. This agreement shall be for two years, followed by two optional one-year renewals upon mutual agreement of the parties, commencing on July, 2015 and terminating on June 30, 2017, unless earlier terminated by either party in a manner set forth herein.

Section 2.02. COUNTY 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 initial term or any extension period pursuant to Section 2.01, above, and the parties have not 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.

Section 2.05. RCCD shall annually appropriate a fiscal budget to support the services designated at a level of service mutually agreed upon by both parties for the duration of the contract period. Any changes to salaries or expenses made necessary by action of CAL FIRE, or any other public agency with authority to direct changes in the level of salaries or expenses shall be paid from the funds appropriated. RCCD is obligated to expend or appropriate any sum in excess of increase by action of CAL FIRE, or any other public agency with authority to direct changes.

ARTICLE 3. SCOPE OF SERVICE

Section 3.01. County agrees to provide one (1) Fire Department Captain to serve as Fire Technology Operations and Logistics Coordinator for RCCD's Basic firefighter Academy in the Public Safety Education and Training Department.

Section 3.02. The Operations and Logistics Coordinator shall meet the minimum qualifications of the State-wide Academic Senate of California Community Colleges or equivalent to teach career and technical education courses in Fire Technology.

Section 3.03. The Operations and Logistics Coordinator shall serve as teacher-counselor and advisor to students enrolled in courses;

Section 3.04. The Operation and Logistics Coordinator shall establish and maintain close liaison between the District and participating agencies;

Section 3.05. The Operations and Logistics Coordinator shall coordinate instructor assignments for the Riverside County Fire co-sponsored courses, other RCCD academic courses, and participate in the evaluation of faculty.

Section 3.06. The Operations and Logistics Coordinator shall coordinate course schedules with instructors and participating agencies; and coordinate facility and equipment use.

Section 3.07. It is understood that this position will be committed to RCCD on a priority basis (based on the current County Fire Department scheduling pattern for a "Training Captain") for the term of this agreement and subject to the conditions cited herein. It is further understood that in the event that the Fire Department Captain is given a County/State Fire related assignment, the County agrees to compensate for this assignment.

ARTICLE 4. PAYMENT AND COMPENSATION

Section 4.01. RCCD shall reimburse County for rendering services pursuant to this agreement.

Section 4.02. The reimbursed cost shall be the hourly rate, inclusive of benefits, of the County Fire Department Captain that is assigned to RCCD. The total annual cost for to RCCD shall not exceed the top step Fire Department Captain annual salary, which includes benefits (see attached Exhibit A). RCCD understands that this reimbursement does not cover unplanned overtime (see Section 4.04 below).

Section 4.03. RCCD also agrees to pay to the County reimbursement for mileage driven, either in County or personal vehicles, at the IRS rate (currently set at 57.5 cents per mile as of 01/01/2015) which is the same rate as the Internal Revenue Service (IRS) standard mileage rate for private vehicles and will be subject to change according to the IRS' periodic review of the rate. . Total payments for mileage shall not exceed \$4,800 per year and specifically excludes the commute/distance from the employee's residence to the assignment location.

Section 4.04. Unplanned overtime will not exceed \$6,000.00 per year. The parties agree that any mileage reimbursement must be specifically for RCCD's business and is subject to periodic review by either party.

Section 4.05 Any changes to the salaries or expenses set forth in Exhibit "A" made necessary by action of the Legislature, CALFIRE or any other public agency with authority to direct changes in the level of salaries or expenses shall be paid from the funds represented as set forth in Exhibit "A". RCCD is obligated to expend or appropriate a sum in excess of Exhibit "A" increased by action of the Legislature, CALFIRE or any other public agency with authority to direct changes.

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 Dean of Instruction, Public Safety Education and Training, for the term of this Agreement.

ARTICLE 5. COUNTY FUNDED EMPLOYEE

Section 5.01. The assigned County-funded employee shall maintain 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 Instruction, Public Safety Education and Training, 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 Dean, 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 Dean, but shall not conflict with the development or presentation of the Fire Technology course schedule.

ARTICLE 8. REVIEW AND SUPERVISION

Section 8.01. The Fire Chief (or designee) shall supervise the Fire Technology Operations and Logistics Coordinator. This supervision will be coordinated with RCCD's Dean of Instruction, Public Safety Education and Training at the Ben Clark Training Center.

ARTICLE 9. INDEMNIFICATION AND HOLD HARMLESS

Section 9.01. Indemnification by RCCD. RCCD shall indemnify and hold County, its officers, agents, employees, and independent contractors free and harmless from any claim or liability whatsoever based or asserted upon any act or omission of RCCD, its officers, agents, employees, subcontractors, independent contractors, for property damage, bodily injury or death, or any other element of damage of any kind or nature, occurring in the performance of the Agreement to the extent that such liability is imposed on the County by the provisions of California Government Code Section 895.2, and RCCD shall defend at its expense, including attorney fees, County its officers, agents, employees and independent contractors in any legal action or claim of any kind based upon such alleged acts or omissions.

Section 9.02. Indemnification by County. County shall indemnify and hold RCCD, its officers, agents, employees, and independent contractors free and harmless from any claim or liability whatsoever based or asserted upon any act or omission of County, its officers, agents, employees, subcontractors, independent contractors, for property damage, bodily injury or death, or any other element of damage of any kind or nature, occurring in the performance of the Agreement to the extent that such liability is imposed of RCCD by the provisions of California Government Code Section 895.2, and County shall defend at its expense, including attorney fees, RCCD, its officers, agents, employees and independent contractors in any legal action or claim of any kind based upon such alleged acts or omissions.

ARTICLE 10. ALTERATION OF TERMS

Section 10.01. No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents, or employees, shall be valid unless made in the form of a written amendment to this Agreement, which is formally approved and executed by both parties.

ARTICLE 11. NON-DISCRIMINATION

Section 11.01. The parties will comply with all federal and state rules and regulations and will not discriminate on the basis of race, religion, gender, disability, medical condition, marital status, age or sexual orientation. Harassment of any employee/student with regard to 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:
Aaron Brown, Vice Chancellor,
Business and Financial Services
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
Arthur F. Turnier
Dean of Instruction,
Public Safety Education and Training
Moreno Valley College
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.

RIVERSIDE COMMUNITY COLLEGE DISTRICT

Dated: _____

1-28-16

By: _____



Aaron Brown
Vice Chancellor
Business and Financial Services

COUNTY OF RIVERSIDE

Dated: _____ By: _____
Chairman, Board of Supervisors

FORM APPROVED COUNTY COUNSEL

Dated: 2/22/16 By: [Signature]
Eric Stopher – County Counsel

ATTEST:

KECIA HARPER-IHEM
Clerk of the Board

By:
(Deputy)

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 2015-2016

Salary	\$108,378.00/year
Benefits	<u>\$ 87,615.00/year</u>
Total Yearly	\$195,993.00