

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

715



**FROM: FIRE**

**SUBMITTAL DATE:  
January 31, 2011**

**SUBJECT: Approval of the Agreement with the Riverside Community College District**

**RECOMMENDED MOTION:** Move that the Board approve and authorize the Chairman to sign the attached Agreement between the County and the Riverside Community College District.

**BACKGROUND:** The Riverside Community College District desires to continue contracting for one 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 August 18, 2010 and terminating on June 30, 2014.

*[Signature]*  
John R. Hawkins, County Fire Chief

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ 159,510.00	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2010/2011

<b>SOURCE OF FUNDS:</b> Riverside Community College District	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

**C.E.O. RECOMMENDATION:**

**APPROVE**  
*[Signature]*  
BY: Robert Tremaine  
Robert Tremaine

**County Executive Office Signature**

FORM APPROVED COUNTY COUNSEL  
BY: *[Signature]* DATE: 2/3/11  
SYNTHIA M GUNZEL

Policy  
 Policy  
 Consent  
 Consent

**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Buster, seconded by Supervisor Stone and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Stone, Benoit and Ashley  
Nays: None  
Absent: Tavaglione  
Date: March 15, 2011  
xc: Fire

Kecia Harper-Ihem  
Clerk of the Board  
By: *[Signature]*  
Deputy

Dept's Recomm.:  
Per Exec. Ofc.:

Prev. Agn. Ref.: 07/29/08 Item 3.78 | District: 1 | Agenda Number:

ATTACHMENTS FILED  
WITH THE CLERK OF THE BOARD

3.29

**ORIGINAL**

1 of 3

Backup VI-B-5  
August 17, 2010  
Page 1 of 7

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.

MAR 15 2011 3.29

### ARTICLE 3. SCOPE OF SERVICE

Section 3.01. County agrees to release one 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 3.03. The Operation and Logistics Coordinator shall establish and maintain close liaison between the District and participating agencies;

Section 3.04. The Operation and Logistics Coordinator shall coordinate instructor assignments for the Riverside County Fire co-sponsored courses, other District academic courses, and participate in the evaluation of faculty.

Section 3.05. The Operation and Logistics Coordinator shall coordinate course schedules with instructors and participating agencies; and coordinate facility and equipment use.

Section 3.06. It is understood that this position will be committed to District 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 cost of reimbursement shall be established by RCCD and approved by the County Board of Supervisors for the services of a Fire Captain, and a mileage rate for any costs incurred through the use of County vehicles specifically for RCCD business and to be turned in to the Director, who is responsible for the Fire Technology/Fire Academy Program on a quarterly basis.

Section 4.03. Total cost to RCCD shall not exceed the top step Fire Department Captain salary, which includes benefits (see attached Exhibit A).

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.

## 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 Director of Fire Technology/Fire Academy Program and the office of RCCD's Dean of 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, and 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 this Agreement to the extent that such liability is imposed of RCCD by the provisions of California Government Code 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:  
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, 1<sup>st</sup> 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.

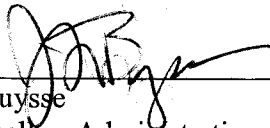
#### ARTICLE 14. ENTIRE AGREEMENT

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.


RIVERSIDE COMMUNITY COLLEGE DISTRICT

Dated: 12/8/10

By:   
James L. Buysse  
Vice Chancellor, Administration and Finance

COUNTY OF RIVERSIDE

Dated: MAR 15 2011

By:   
Chairman, Board of Supervisors  
**BOB BUSTER**

ATTEST:  
KECIA HARPER-IHEM, Clerk

By:   
DEPUTY

FORM APPROVED COUNTY COUNSEL

BY: Synthia M. Gunzel 2011-11  
SYNTHIA M. GUNZEL DATE

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