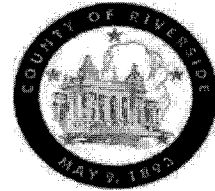


**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM
3.16
(ID # 2657)

MEETING DATE:

Tuesday, November 15, 2016

FROM : FIRE DEPARTMENT:

SUBJECT: FIRE DEPARTMENT: Approval of the Service Agreement to Provide a Driver/Operator between Riverside County Riverside and the Mountain Communities Fire Safe Council for three (3) years [Approx. \$2,684 annual revenue] District 3

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the attached Service Agreement to Provide Driver/Operator for the Mountain Communities Fire Safe Council, between the County of Riverside and the Mountain Communities Fire Safe Council; and
2. Authorized the Chairman of the Board to execute this Service Agreement on behalf of the County

ACTION: Policy

BACKGROUND:

Summary

Continue on Page 2

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total:	Ongoing Cost
Revenue	\$ 2,684	\$ 2,684	\$ 8,520	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: The Fire Department is estimated to receive approx. \$2,684 annually in revenue from Communities Fire Safe Council.			Budget Adjustment: No	
			For Fiscal Year:	16/17

C.E.O. RECOMMENDATION:

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Benoit and Ashley
 Nays: None
 Absent: Tavaglione and Washington
 Date: November 15, 2016
 xc: Fire

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

3-16

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

BACKGROUND:

Summary (continued)

The Mountain Communities Fire Safe Council would like to begin a Service Agreement for a Lift Truck Driver/Operator with the County of Riverside. This Lift Truck will be used to clean out brush collection sites in and around the mountain community of Idyllwild, CA. The Lift Truck will be utilized by any and all employees of CALFIRE, COUNTY as well as Mountain Communities Fire Safe Council (MCFSC) employees. The Lift Truck will be made available to MCFSC at the daily Board Approved rate of \$335.47 dated August 16, 2011, Item #3-48.

The Parties have reached an agreement as to the level of services to be provided. The term of this agreement shall be from the date of Final execution through June 30, 2019. MCFSC is indemnifying the county for the use of the equipment and agrees to keep the equipment in good operating condition.

The agreement has been reviewed and approved as to form by County Counsel.

Impact on Residents and Businesses

There is a positive impact on the citizens and businesses due to the approval of this agreement. The citizens in and around the mountain communities of Idyllwild will be able to clear hazardous fuels around their homes, trees and brush, and be able to safely dispose the material at the designated collection sites. The collection sites will be cleared out by CAL FIRE crews and chipped into bins and then moved by the Lift Truck. The chipped material then may be used for erosion control material, used as mulch material, or may be used for fuel at a local alternative cogeneration plant. There are no costs or changes as to the level of service provided by the County to the Mountain Communities Fire Safe Council.

SUPPLEMENTAL:

Additional Fiscal Information

There is no fiscal impact with the approval of this agreement. The Fire Department is estimated to receive approx. \$2,684 annually in revenue from Communities Fire Safe Council.

Contract History and Price Reasonableness

There is no previous agreement between the Mountain Communities Fire Safe Council and the County of Riverside for a Lift Truck Driver/operator.


Gregory P. Priamos, Director County Counsel

11/4/2016


Gregory P. Priamos, Director County Counsel

11/4/2016

HOOK LIFT TRUCK USE AGREEMENT
Between Mountain Communities Fire Safe Council
and the Riverside County Fire Department

This Agreement is entered into this 15th day of November, 2016, by and between MOUNTAIN COMMUNITIES FIRE SAFE COUNCIL, a special district, (hereinafter referred to as "MCFSC"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, on behalf of the Fire Department (hereinafter referred to as "COUNTY").

In consideration of the mutual covenants contained herein, the parties hereto agree as follows:

A. SCOPE OF AGREEMENT

COUNTY has purchased a Hook Lift Truck, at a cost of \$139,557 (hereinafter referred to as "LIFT TRUCK"). This LIFT TRUCK is used to clean out brush collection sites in and around the mountain community of Idyllwild, CA. The LIFT TRUCK will be utilized for any and all employees of CAL FIRE, COUNTY, as well as MCFSC employees. Upon the request of MCFSC, the LIFT TRUCK will be made available to MCFSC at the rate of \$335.47 per day.

B. OWNERSHIP

COUNTY shall maintain ownership of said LIFT TRUCK, including but not limited to hardware, accessories, and warranty if any.

C. USE AND CONTROL

COUNTY hereby agrees to provide the LIFT TRUCK, a driver/operator and any necessary accessories to MCFSC upon MCFSC's request. COUNTY shall station the LIFT TRUCK at the Mountain Resource Center located at 25380 Franklin Drive, Idyllwild, CA 92549. MCFSC shall request use of the LIFT TRUCK three (3) days in advance to ensure that the LIFT TRUCK is available. Upon the request, COUNTY and MCFSC shall coordinate the date(s) of use. On the date(s) of use, COUNTY agrees to provide a driver to deliver the truck to the agreed upon location(s). The driver will operate the truck, manage collection bins and deliver the material to a predesignated site.

MCFSC hereby agrees to keep said equipment in good repair and operating condition while using the LIFT TRUCK and the accessories.

D. BILLING AND PAYMENTS

Other than the agreed upon fees stated above, there will be no other fees assessed for the use of the LIFT TRUCK. COUNTY shall invoice MCFSC within 15 days of the use of the LIFT TRUCK. MCFSC shall be obligated to remit payment within 30 days of the invoice.

E. TERM

This term of this Agreement shall be for three (3) years from the date the Agreement is fully executed, unless sooner terminated as provided for below.

In the event the parties intend to renew this agreement at the end of the term above, 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 one (1) year, until a new agreement can be completed, approved, and signed by the parties.

F. TERMINATION

Either party may terminate this Agreement by giving thirty (90) day notice, in writing, to the other party or by mutual agreement.

Notwithstanding the provision above, this Agreement may be terminated by either party upon the failure of the other party hereto to perform or fulfill, at the time and in the manner herein provided, and material obligation or condition required to be performed or fulfilled by such party hereunder. Any such failure, upon its occurrence, shall constitute a breach, and termination shall be effective immediately following not less than thirty (30) days after written notice thereof from the non-breaching party.

G. ASSIGNMENT

MCFSC shall not have the right to assign or otherwise transfer any of its rights or obligations under this Agreement. Any prohibited assignment or attempted assignment shall be null and void.

H. ACKNOWLEDGEMENTS

MCFSC hereby acknowledges that COUNTY is not the manufacturer of the LIFT TRUCK.

I. INDEMNIFICATION

COUNTY shall indemnify and hold MCFSC, 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, volunteers, subcontractors, or independent contractors, for property damage, bodily injury or death, or any other element of damage of any kind or nature arising out of the performance of this Agreement to the extent that such liability is imposed on MCFSC by the provisions of California Government Code Section 895.2 or other applicable law, and COUNTY shall defend at its expense, including attorney fees, MCFSC, its officers, agents, and employees and independent contractors in any legal action or claim of any kind based upon such alleged acts or omissions.

MCFSC 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 MCFSC, its officers, agents, employees, volunteers, subcontractors, or independent contractors, for property damage, bodily injury or death, or any other element of damage of any kind or nature arising out of the performance of this Agreement to the extent that such liability is imposed on COUNTY by the provisions of California Government Code Section 895.2 or other applicable law, and MCFSC shall defend at its expense, including attorney fees, COUNTY, its officers, agents, and employees and independent contractors in any legal action or claim of any kind based upon such alleged acts or omissions.

J. FORCE MAJEURE

If either party's performance of any of its obligations hereunder are delayed or impaired by reason of any Act of God, or, civil disturbance, strike, adverse weather condition, inability to arrange for or delays in transportation, unavoidable casualty, inability to acquire of delays in acquiring any component from a manufacturer or supplier, inability to obtain or delays in obtaining any permits or any law, rule or order of any governmental agency or official or any cause not reasonably within either party's control including without limitation the non-renewal or termination of or inability to obtain license of any of the application programs, and not due to any fault, neglect, act or omission on the part of either party, shall be entitled to an extension of time for completion of same for a period equivalent to the time lost by reason thereof; provided, however, that such party gives the other party notice thereof within five (5) business days (unless circumstances require immediate notification) of the commencement of such claim of delay or impairment.

K. ENTIRE AGREEMENT

This Agreement, including any Exhibits attached hereto and by this reference incorporated herein, constitutes the entire Agreement between the parties with respect to the subject matter hereof, and supersedes all previous proposals, oral or written, and all negotiations, conversation or discussions between the parties related to this Agreement. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute a waiver of any other provision, whether or not similar. No waiver or consent shall constitute a continuing waiver or consent or commit either party to provide a waiver in the future except to the extent specifically set forth in writing. No waiver shall be binding unless executed in writing by the party making the waiver. In the event the agreement is determined to be void in part, the remainder of the agreement shall survive.

L. AMENDMENT AND MODIFICATION

This Agreement shall not be modified, amended, rescinded, canceled or waived, in whole or in part, except by written amendment signed by each of the parties hereto. Any modification or amendment to this Agreement shall be of no force and effect unless it is in writing and signed by both parties.

M. DELIVERY OF NOTICES

Any notices to be served pursuant to this Agreement shall be considered delivered when deposited in the United States mail and addressed to:

RIVERSIDE COUNTY FIRE
DEPARTMENT
County Fire Chief
210 W. San Jacinto Avenue
Perris, CA 92570

MOUNTAIN COMMUNITIES
FIRE SAFE COUNCIL
Chris Kramer, MCFSC President
25380 Franklin Drive
Idyllwild, CA 92549

Provisions of this section do not preclude any notices being delivered in person to the addresses shown above. Delivery in person shall constitute service hereunder, effective when such service is made.

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[Signature Provisions on following page]

IN WITNESS WHEREOF, the duly authorized officials of the parties hereto have, in their respective capacities, set their hands as of the date first hereinabove written.

MOUNTAIN COMMUNITIES
FIRE SAFE COUNCIL

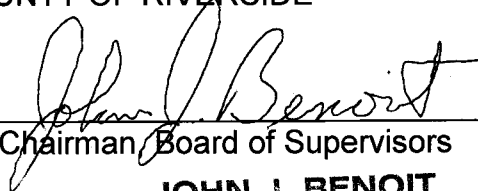
Dated: 10/6/2014

By: 
Edwina Scott, Executive Director
Mountain Communities Fire Safe Council

(SEAL)

COUNTY OF RIVERSIDE

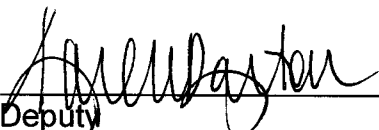
Dated: NOV 15 2016


By: 
Chairman, Board of Supervisors
JOHN J. BENOIT

ATTEST:

KECIA HARPER-IHEM
Clerk of the Board

APPROVED AS TO FORM:
GREGORY P. PRIAMOS,
County Counsel

By: 
Deputy

By: 
ERIC STOPHER
Deputy County Counsel

(SEAL)