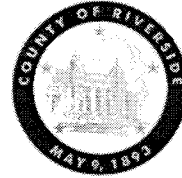


SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



ITEM
3.70
(ID # 5016)

MEETING DATE:

Tuesday, August 29, 2017

FROM : FIRE DEPARTMENT:

SUBJECT: FIRE DEPARTMENT – Approval of the Firefighter Rapid Intervention Crew and Firefighter Safety and Survival Fire Training Structure Agreement between County of Riverside and Moreno Valley College for five (5) years. District: All [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:


1. Approve the attached Firefighter Rapid Intervention Crew and Firefighter Safety and Survival Fire Training Structure Use Agreement with the Moreno Valley College for a five (5) year term beginning on the day and year approved herein, and;
2. Ratify and Authorize and direct the Chairperson to execute the attached agreement on behalf of the County of Riverside.

ACTION: Policy

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Washington, Perez and Ashley
Nays: None
Absent: Tavaglione
Date: August 29, 2017
xc: Fire

Kecia Harper-Ihem
Clerk of the Board
By: 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 0	\$ 0	\$ N/A
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: N/A			Budget Adjustment: No	
			For Fiscal Year: 16/17-21/22	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Moreno Valley College desires to enter into agreement with the Riverside County on behalf of the Riverside County Fire Department for the Firefighter Rapid Intervention Crew and Firefighter Safety and Survival Fire Training Structure, and as such, the two agencies have reached an agreement as to the responsibilities of each party. This Agreement shall be in effect as of the day and year written on agreement, and shall continue thereafter for five (5) years, unless terminated by either party upon thirty (30) days written notice. Moreno Valley College will maintain ownership of said Fire Training Structure. In the event Moreno Valley College wishes to abandon its interest in the Fire Training Structure or otherwise discontinue using the Ben Clark Training Center facility that party's interest in the Fire Training Structure shall vest with the County. There will be no rental fees assessed for the use of the said Fire Training Structure and County has agreed to maintain the daily care and cleaning based on the usage of the Fire Training Structure.

Since the Fire Training Structure will be located at Ben Clark Training Center, the Partner Cities and the unincorporated areas of County of Riverside will benefit greatly. Employees of CALFIRE, County, as well as students of Moreno Valley College will utilize the Fire Training Structure for continuous training to be prepared to better serve County of Riverside.

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

Impact on Residents and Businesses

There is no direct impact on the citizens and businesses due to the approval of this agreement. The Fire Training Structure will allow for continuous training to be prepared to better serve County of Riverside citizens and businesses.

SUPPLEMENTAL:

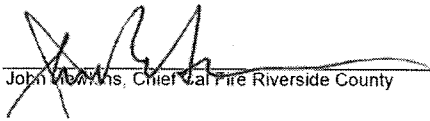
Additional Fiscal Information

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

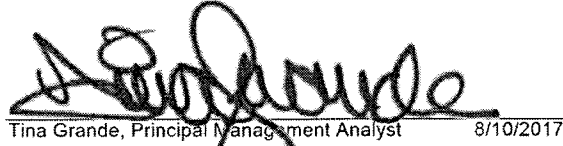
Contract History and Price Reasonableness

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

There is no previous Board approved agreement for the Training Structure between the Moreno Valley College and the Riverside County Fire Department. There is no cost to the county for this program.


John Williams, Chief Cal Fire Riverside County

8/2/2017


Tina Grande, Principal Management Analyst

8/10/2017


Gregory V. Priapos, Director County Counsel

8/3/2017



COUNTY OF
Riverside
 HUMAN RESOURCES

MICHAEL STOCK,
 Asst. County Executive Officer/
 Human Resources Director

Risk Management Division

Post Office Box 1210, Riverside, CA 92502-1210
 (951) 955-3540 Fax (951) 955-5862

CERTIFICATE OF INSURANCE OR SELF-INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BELOW.

COVERAGES

THIS IS TO CERTIFY THAT THE SELF INSURED COVERAGE LISTED BELOW IS CURRENTLY IN EFFECT FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED BY THIS CERTIFICATE DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH CERTIFICATE.

COVERAGE PROVIDED IS SUBJECT TO THE TERMS AND CONDITIONS OF THE EXCESS POLICY.

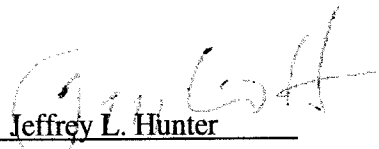
Type of Coverage	Company and Policy Number	Policy Period	Limits of Liability Bodily Injury/Property Damage
<input checked="" type="checkbox"/> Commercial General Liability Including Vehicle Liability	Self-Insured	07/01/2016 to 07/01/2017	\$1,000,000 Combined Single Limit Per Occurrence with No Aggregate Limit
<input type="checkbox"/> Workers' Compensation & Employers' Liability	Permissibly Self-Insured	7/1/2016 to 7/1/2017	\$2,000,000 Per Occurrence with No Aggregate Limit
<input type="checkbox"/> Medical Malpractice (Professional Liability)	Self-Insured	10/1/2016 to 10/1/2017	\$1.1MM Per Occurrence with No Aggregate Limit

The County of Riverside certifies that the above self-insured program is in effect as respect to: Fire Technology Operations & Logistics Coordinator for Moreno Valley College's Basic Firefighter Academy

Certificate Holder	Cancellation
Moreno Valley College Attn: Julie Perez 16791 Davis Avenue Suite 200c Riverside, CA 92518-1514	In the event of cancellation of the self-insurance program or policy designated below, it is the intent of the County of Riverside to mail 30 days' prior notice thereof.

This certificate is not valid unless signed by an authorized representative of the County of Riverside, Risk Management Division.

Date: March 30, 2017


 Jeffrey L. Hunter

cc: Letty Morales, Admin Services Analyst
 County of Riverside Fire

**.FIREFIGHTER RAPID INTERVENTION CREW AND FIREFIGHTER SAFETY AND SURVIVALFIRE
TRAINING STRUCTURE AGREEMENT**

Between Moreno Valley College and County of Riverside

This Agreement is entered into this 1st day of June, 2017, by and between Moreno Valley College (hereinafter referred to as "MVC") and County of Riverside, (Hereinafter referred to as COUNTY), a political subdivision of the State of California. COUNTY

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

1. SCOPE OF AGREEMENT

MVC previously agreed to purchase materials at the cost not to exceed \$68,500, to update and upgrade the Firefighter Rapid Intervention Crew and Firefighter Safety and Survival Fire Training Structure ("Fire Training Structure") on the BCTC Fire Drill Grounds. COUNTY has agreed to provide labor costs to assemble the Fire Training Structure.

2. OWNERSHIP

MVC will maintain ownership of said Fire Training Structure. Should MVC wish to abandon its interest in the Fire Training Structure or otherwise discontinue using the BCTC facility that party's interest in the Fire Training Structure shall vest with the COUNTY.

3. USE AND CONTROL

The RIC/FFSS Fire Training Structure will be utilized for training purposes for employees of CAL FIRE, COUNTY, as well as students of MVC.

The RIC/FFSS Fire Training Structure will be used through the COUNTY reservation process on a first come, first serve basis. Should there be a conflict that cannot be resolved, the Dean of PSET and the CALFIRE Division Chief Support Services will resolve the conflict.

4. BILLING AND PAYMENTS

There will be no rental fees assessed for the use of the RIC/FFSS Fire Training Structure.

5. MAINTENANCE AND/OR REPLACEMENT

COUNTY agrees to maintain the daily care and cleaning based on the usage of the Fire Training Structure. To the extent that damage to the Fire Training Structure can be attributed to a party's use of the Fire Training Structure, said party will be liable for repairs of the Fire Training Structure if damage is clearly caused by intentional or misuse. COUNTY and MVC collectively agrees to the repair or replacement of any parts based on normal wear and tear, or for unforeseen and unintentional damage or loss.

AUG 29 2017 3.70

6. TERM

This Agreement shall be in effect as of the day and year hereinabove first written, and shall continue thereafter for five (5) years, 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 both parties.

7. TERMINATION

Either party may terminate this Agreement by giving thirty (30) 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 a 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.

8. HOLD HARMLESS/INDEMNITY

The Parties, their officers, agents, and employees, shall not be deemed to have any liability for the negligence, or any other willful act or omission of the other party or any of the other party's officers or employees, or for any dangerous or defective condition of any work or Fire Training Structure of the other party;

MVC 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 negligence or willful act or omission of MVC, its officers, agents, employees, subcontractors and independent contractors, for Fire Training Structure damage, bodily injury or death, or any other element of damage of any kind or nature, and MVC 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 the scope of this Agreement;

COUNTY shall indemnify and hold MVC, its Trustees, officers, agents, employees and independent contractors, free and harmless from any claim or liability whatsoever, based or asserted upon any negligence or willful act or omission of COUNTY, its officers, agents, employees, subcontractors and independent contractors, for Fire Training Structure damage, bodily injury or death, or any other element of damage of any kind or nature, and COUNTY shall defend, at its expense including attorney fees, MVC, its Trustees, officers, agents, employees and independent contractors, in any legal action or claim of any kind based upon the scope of this Agreement;

The parties shall maintain general liability insurance coverage, including premises, auto and professional coverage, whether by a program of self-insurance or through policies of insurance, in the minimum amount of \$1,000,000 per occurrence and \$2,000,000 per aggregate. In addition, workers' compensation insurance shall be carried by each party in accordance with the laws of the State of California. The Parties acknowledge that as public agencies each maintain its own workers' compensation insurance programs and each may be permissively self-insured as required and allowed by law. Each party shall carry and over the cost of its own workers' compensation program commensurate with California State law;

For purposes of Workers' Compensation, employees and instructors performing services under this agreement are under the supervision of MVC for instructional purposes only. This section conforms to the California Code of Regulations (Title 5), Sections 58051.5 and 58058.

9. **DISPUTES**

Any dispute concerning a question of fact arising under the terms of this Agreement which is not disposed of within a reasonable period of time by the Parties employees normally responsible for the administration of this Agreement shall be brought to the attention of the Chief Executive Officer (or designated representative) of each organization for joint resolution. For purposes of this provision, a "reasonable period of time" shall be ten (10) calendar days or less. Parties agree to continue with the responsibilities under this Agreement during any dispute. Disputes that are not resolved informally by and between Parties representatives may be resolved, by mutual agreement of the parties, through mediation. Such mediator will be jointly selected by the parties. The costs associated with mediator shall be shared equally among the participating parties. If the mediation does not resolve the issue(s), or if the parties cannot agree to mediation, the parties reserve the right to seek remedies as provided by law or in equity. The parties agree, pursuant to *Battaglia Enterprises v. Superior Court* (2013) 215 Cal.App.4th 309, that each of the parties are sophisticated and negotiated this agreement and this venue at arm's length. Pursuant to this Agreement, the parties agree that venue for litigation shall be in the Superior Court of Riverside County. Should any party attempt to defeat this section and challenge venue in Superior Court, the party challenging venue stipulates to request the Court change venue to San Bernardino County and shall not ask for venue in any other County. ;

In the event a joint resolution cannot be reached between the parties and litigation or arbitration ensues between the parties to enforce any of the provisions of this agreement or any right of either party to this agreement, the unsuccessful party to such litigation or arbitration agrees to pay to the successful party all costs and expenses, including reasonable attorney's fees, incurred therein by the successful party, all of which shall be included in and as part of the judgment rendered in such litigation or arbitration.

10. NOTICES

Any notices to be given herein by either party to the other may be effected by either personal delivery in writing or mail, registered or certified, postage prepaid with return receipt requested. Each party may change the address below by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of the time of actual receipt; mailed notices will be deemed communicated as of three days after mailing. Notices may be mailed as follows:

Riverside County Fire Department
John Hawkins, Fire Chief
210 West San Jacinto Avenue
Perris, CA 92570

Moreno Valley College
Interim President
16130 Lasselle Street
Moreno Valley, CA 92551

11. AUDIT

The parties agree that their accountants/auditors, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy records and supporting documentation pertaining to the performance of this Agreement. The parties agree to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. The parties agree to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the parties agree to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7 Pub. Contract Code §10115 et CCR Title 2, Section 1896).

12. NON-DISCRIMINATION

The parties shall not discriminate against any person in the provision of services, or employment of persons on the basis of ethnic group identification, national origin, religion, age, gender, gender identity, gender expression, race or ethnicity, color, ancestry, genetic information, sexual orientation, physical or mental disability, pregnancy, or any characteristic listed or defined in Section 11135 of the Government Code or any characteristic that is contained in the prohibition of hate crimes set forth in subdivision (1) of Section 422.6 of the California Penal Code, or any other status protected by law. The parties understand that harassment of any student or employees of the respective parties with regard to ethnic group identification, national origin, religion, age, gender, gender identity, gender expression, race or ethnicity, color, ancestry, genetic information, sexual orientation, physical or mental disability, pregnancy, or any characteristic listed or defined in Section 11135 of the Government Code or any characteristic that is contained in the prohibition of hate crimes set forth in subdivision (1) of Section 422.6 of the California Penal Code, or any other status protected by law is strictly prohibited.

The parties are responsible for making sure that their respective contractors and sub-contractors adhere to the above.

13. PARTIAL INVALIDITY

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

14. ALTERATION OF TERMS

No addition to, or alternation 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.

15. GOVERNING LAW

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

16. ENTIRE AGREEMENT

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 or contemporaneous agreements and understandings, oral or written, in connection therewith.

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

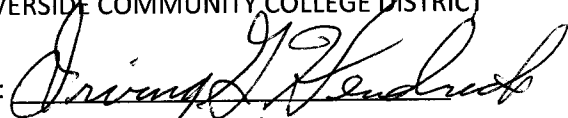
[Signature Provision on following page]

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.

Dated: 05/04/2017

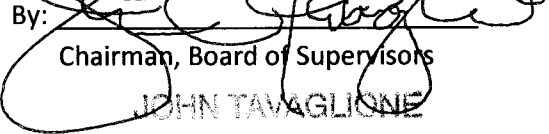
RIVERSIDE COMMUNITY COLLEGE DISTRICT

By:


Irving G. Hendrick, Ed.D
Interim President
Moreno Valley College

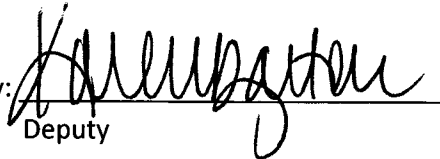
Date: AUG 29 2017

COUNTY OF RIVERSIDE

By: 
Chairman, Board of Supervisors
JOHN TAVAGLIONE


ATTEST:

KECIA HERPER-IHEM
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:

GREGORY P. PRIAMOS
County Counsel

By: 
GREG P. PRIAMOS
County Counsel

(SEAL)