

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



ITEM: 3.17
(ID # 18449)

MEETING DATE:
Tuesday, March 22, 2022

FROM : FIRE DEPARTMENT:

SUBJECT: FIRE DEPARTMENT: Approval of the Instructional Service Agreement with the County of Riverside and the Riverside Community College District / Moreno Valley College for public safety training held at Ben Clark Training Center (BCTC) for five (5) years. District 1 [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Instructional Service Agreement with the Riverside Community College District / Moreno Valley College and
2. Authorize the Chairman of the Board to execute this Agreement on behalf of the County.

ACTION:

Bill Weiser, Fire Department Chief

3/3/2022

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: March 22, 2022
xc: Fire

Kecia R. Harper
Clerk of the Board

By:
Deputy

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FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ N/A	\$ N/A	\$ N/A	\$ N/A
NET COUNTY COST	\$ N/A	\$ N/A	\$ N/A	\$ N/A
SOURCE OF FUNDS: N/A			Budget Adjustment: No	
			For Fiscal Year: 21/22–26/27	

C.E.O. RECOMMENDATION:

BACKGROUND:

Summary

The Riverside Community College District/Moreno Valley College (RCCD) desires to continue contracting for the Inter-Agency Instructional Services Agreement with the Riverside County Fire Department, and as such, the two agencies have reached an agreement to offer a full public safety curriculum and provide college credits to students enrolled in co-sponsored classes at the Ben Clark Training Center (BCTC).

On September 28, 2010 (Item #3.69), the Board of Supervisors approved a Memorandum of Understanding between the County and Riverside Community College District that facilitated the establishment of BCTC as an education center for Moreno Valley College.

BCTC and RCCD staff have agreed upon the continuance of an instructional service agreement under which Moreno Valley College will supervise and coordinate Administration of Justice and Fire Technology Career and Technical Education program at BCTC. Per this agreement, RCCD/Moreno Valley College is responsible for compliance with educational requirements imposed by law and all academic matters, including the approval of course content, course curriculum, methods of instruction and testing and grading procedures. It also may set a maximum class size and course credit. The Fire Department will recommend and approve qualified instructors that meet the State training mandates.

The term of the Agreement is for approximately five (5) years, from the date of full execution through June 30, 2027.

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. 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.

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Contract History and Price Reasonableness

The Riverside Community College District/Moreno Valley College has been contracting for the Instructional Service Agreement since FY 11/12. There were no changes in the Agreement's level of services provided since the previous signed Agreement dated June 6, 2017, Item #3.24.

 _____ Melissa Cushman	3/8/2022	 _____ Rebecca S Cortez, Principal Management Analyst	3/14/2022
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 _____ Gregory P. Priamos, Director County Counsel	3/8/2022
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INTER-AGENCY INSTRUCTIONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into this March 22, 2022, by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California, on behalf of the Riverside County Fire Department (herein after referred to as "County"), and the RIVERSIDE COMMUNITY COLLEGE DISTRICT, a special district, on behalf of the Moreno Valley College (herein after referred to as "District").

RECITALS

WHEREAS, under Government Code Section 53060 and Education Code Section 78021, the District desires to contract with the County as an independent contractor to the District for instructional services; and

WHEREAS, County has the personnel expertise and equipment to provide the special services required herein; and

WHEREAS, the public interest, convenience and general welfare will be served by this contract.

NOW THEREFORE, County and District agree to the following:

PROVISIONS OF THE AGREEMENT

A. COUNTY'S RESPONSIBILITIES:

1. Services. County's responsibility shall be to diligently furnish to the District the services as set forth in Attachment A, hereby incorporated into this Agreement by this reference.
2. Student Attendance Records. Records of student attendance and achievement will be maintained by County. Records will be open for review at all times by officials of the District and submitted to the district when requested to meet reporting requirements of the State Chancellor.

B. DISTRICT'S RESPONSIBILITIES:

1. Educational Program. District is responsible for the educational program that will be conducted on site.
2. Supervise and Control Instruction. The instruction to be claimed for apportionment under this contract shall be under the immediate supervision and control of a District employee who has met the minimum qualifications for instruction in a vocational subject in a California community college.
3. Instructor of Record – District's Responsibilities. Where County's instructor is not a paid employee of the District, the District shall have a written agreement with each such instructor who is conducting instruction for which Full Time Equivalency

Students ("FTES") are to be reported. The agreement shall state that the District has the primary right to control and direct the instructional activities of County's instructor.

4. Specific Topics Lecturer. District shall list the minimum qualifications for instructors teaching these courses. Such qualifications shall be consistent with requirements in other similar courses given within the District.
5. District's Control of and Direction for Instructors. District shall provide instructors with an orientation, instructors manual, course outlines, curriculum materials, testing and grading procedures, and any of the other necessary materials and services that it would provide to its regular instructors on campus.
6. Courses of Instruction. As specified in Attachment A to this Agreement, the District will make available to the County all courses listed in the course catalog and additional topics classes consistent with District standards for curriculum adoption. It is the District's responsibility to ensure that the outlines of record for such courses are approved by the District's curriculum committee as meeting Title 5 course standards, and that the courses have been approved by the District's board of trustees.
7. Different Sections of Courses. District shall have procedures that ensure that faculty teaching different sections of the same course teach in a manner consistent with the approved outline of record for that course. Such procedures apply to the faculty and courses that are the subject of this contract, and the students shall be held to a comparable level of rigor.
8. Enrollment. District will advise County of the enrollment period, student enrollment fees, the number of class hours sufficient to meet the stated performance objectives, policy regarding the supervision and evaluation of students, and the procedure applicable to the withdrawal of students prior to completion of a course or program.
9. Obtaining Approval of Degree and Certificate Program Is District's Responsibility. It is required that degree and certificate programs have been approved by the State Chancellor's Office and courses that make up the programs must be part of the approved programs, or District must have received delegated authority to separately approve those courses locally.
10. Classes Held Outside of District. If the classes are to be located outside the boundaries of the District, the District must comply with the requirements of Title 5, concerning approval by adjoining high school or community college districts and use of non-District facilities.
11. Funding Source. District shall certify that it does not receive full compensation for the direct education costs of the course from any public or private agency, individual, or group.

12. Certification. District is responsible for obtaining certification verifying that the instruction activity to be conducted will not be fully funded by other sources.

C. FEES

1. County Fee and Expenses. The fee to be paid by District for the services and materials to be supplied hereunder is: \$3.50 per student contact hour.
 - a. Invoices. The County shall invoice the District at intervals prescribed by the District, supplying documentation acceptable to the District of student contact hours. Instructor will turn in reports directly to County after class has concluded. Invoices shall be sent to Moreno Valley College, 16888 Bundy Avenue Riverside, CA 92518.
2. District Enrollment Fees. The District shall invoice the County for enrollment fees set forth by the State Legislature and other fees meeting the requirements set forth in the Student Fee Handbook by the California Community Colleges Chancellor's Office. The County recognizes that out-of-state tuition fees will be charged for students who are not California residents. The invoice will be sent to 16902 Bundy Avenue, Riverside, CA, 92518 upon course completions. The invoice must include course name, course date, first and last name of student and the cost for each student.

D. TERMS AND CONDITIONS

1. Facilities. County and District agree that the course shall be held at facilities that are clearly identified as being open to the general public.
2. Open Enrollment. District and County agree that enrollment in the course must be open to any person who has been admitted to the college and has met any applicable prerequisites. The District's policy on open enrollment is published in the District catalogue and schedule of classes (California Code of Regs., Title 5, Section 51006), along with a description of the course and information about whether the course is offered for credit and is transferable. Class will also be advertised on the Riverside County Fire Department website, rvcfire.org.
3. Support Services for Students. Both County and District shall insure that ancillary and support services are provided for the students (e.g. Counseling and Guidance, and Placement Assistance).
4. Indemnification. All parties to this Agreement shall agree to defend, indemnify, and hold harmless the other party, its officers, agents, employees, and volunteers, from and against all loss, cost, and expense arising out of any liability or claim of liability, sustained or claimed to have been sustained, arising out of the activities, or the performance or nonperformance of obligations under this Agreement, of the indemnifying party, or those of any of its officers, agents, employees, or volunteers. The provisions of this Article do

not apply to any damage or losses caused solely by the negligence or intentional acts of the non-indemnifying party or any of its agents or employees.

5. Term of Agreement. This Agreement shall be effective as of the date signed and shall continue in effect for five years. Either party may cancel or terminate this Agreement without cause upon 30 days' prior written notice given to the other party. This agreement supersedes the prior Instructional Services Agreement dated November 8, 2016, between the County and the District.

6. Termination for Cause. The District may terminate this Agreement and be relieved of any consideration to County should County fail to perform the covenants herein at the time and in the manner provided. In the event of such termination the District may proceed with the work in any manner deemed proper by the District. The cost to the District shall be deducted from any sum due the County under this Agreement.

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

COUNTY OF RIVERSIDE
Riverside County Fire Chief
210 W. San Jacinto Avenue
Perris, CA 92570

RIVERSIDE COMMUNITY
COLLEGE DISTRICT
Dean of Instruction Moreno Valley College
16888 Bundy Avenue
Riverside, CA 92518

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.

8. Assignment. This Agreement shall not be assigned by County either in whole or in part. Any such purported assignment voids this Agreement.

9. Time Is of the Essence. Time is of the essence for each of the provisions of this Agreement, and all the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

10. Amendments. No amendments of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreements not incorporated herein shall be binding on any of the parties hereto.

11. Disputes.

a. Any dispute concerning a question of fact arising under the terms of this agreement which is not disposed within a reasonable period of time (ten days) by the parties normally responsible for the administration of this agreement shall be brought to the attention of the chief administrative

officer (or designated representative) of each organization for joint resolution;

- b. 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.

E. EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

1. The parties to this contract agree to promote equal employment opportunities through its policies and regulations. This means that both parties will not discriminate, nor tolerate discrimination, against any applicant or employee because of race, color, religion, gender, sexual orientations, national origin, age, disabled, or veteran status. Additionally, the parties will provide an environment that is free from sexual harassment, as well as harassment and intimidation on account of an individual's race, color, religion, gender, sexual orientation, national origin, age, disability, or veteran status.

F. ELECTRONIC SIGNATURES

1. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code, §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

IN WITNESS WHEREOF, the parties have executed this Agreement hereto on the day and year first written above.

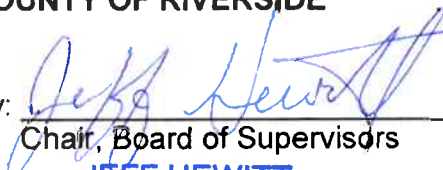
**RIVERSIDE COMMUNITY
COLLEGE DISTRICT**

Dated: 12-29-2021

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

COUNTY OF RIVERSIDE

Dated: 03/22/2022


By: 
Chair, Board of Supervisors
JEFF HEWITT

ATTEST:

KECIA HARPER
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:
GREGORY P. PRIAMOS
County Counsel

By: 
MELISSA R. CUSHMAN
Deputy County Counsel

ATTACHMENT "A" INTER-AGENCY SERVICES TO BE PROVIDED:

1. Teaching Approved Curriculum: All student contact hours submitted by the County to District shall be part of a course of instruction that has either been approved by the District's Curriculum and Instruction Council, or has been accepted as a topics course and approved by the District's Chief Instructional Officer.
2. Instructor Qualifications: All student contact hours submitted by the County to the District shall have been taught under the line of sight supervision of instructors who meet the District's minimum or equivalent qualifications for hiring as part-time Fire Technology Instructors. This expertise is furnished at the expense of County. The services include the use of their specialized equipment, facilities, all handouts, and instructors with specific expertise.
3. Non-overlap With Other Funding Sources: The above instructional hours are conducted as FTES under courses through the Fire Technology Department of the District, and the County certifies that no student contact hours will be submitted to the District which also have been or will be submitted for California Joint Apprenticeship Committee ("JPTA"), JPTA funding or state sponsored colleges.
4. Enrollment of Students: The District will supply current student enrollment forms to the County. The County will return properly completed enrollment forms and enrollment fees to the District. The County recognizes that out-of-state tuition fees will be charged for students who are not California residents. Student attendance and achievement records will be maintained by the County and be available for review at normal business hours.
5. Instructional Activities: The Administrators of the District and the County and/or their designees will meet at mutually agreed intervals to plan, review class hours to meet performance objectives, schedule and budget for instructional activities. The joint consent of the District and the County shall precede any instructional activity and include supervision and evaluation of students and student withdrawals prior to completion of a course.
6. List of Course(s) Or Course Topics: The District will make available to the County all courses listed in the course catalog and additional topics classes consistent with District standards for curriculum adoption.
7. Services: The District and the County will ensure that ancillary and support services such as counseling, guidance, and placement assistance are available to all students and that enrollment in courses is open to any person who has been admitted to the District's colleges and has met applicable prerequisites.
8. Safety Advocacy: The County and the District will ensure that the most current safety processes related to the COVID pandemic issued through Executive Order, Cal OSHA, or the Riverside County Department of Public Health will be adhered to including mandated testing and vaccination criteria, thereby ensuring the safety of students and instructors.