

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS

BOARD ACTION SUMMARY

DEPT: Chief Executive Office

BOARD AGENDA: 5.B.8
AGENDA DATE: June 26, 2018

SUBJECT:

Approval of the Amendment to the Agreement with Yosemite Community College District and the City of Modesto for the Joint Use and Management of the Regional Fire Training Facility through June 30, 2019

BOARD ACTION AS FOLLOWS:

RESOLUTION NO. 2018-0318

On motion of Supervisor Chiesa Seconded by Supervisor Olsen
and approved by the following vote,

Ayes: Supervisors: Olsen, Chiesa, Monteith, and Vice-Chairman Withrow

Noes: Supervisors: None

Excused or Absent: Supervisors: Chairman DeMartini

Abstaining: Supervisor: None

1) Approved as recommended

2) Denied

3) Approved as amended

4) Other:

MOTION:

ATTEST:



ELIZABETH A. KING, Clerk of the Board of Supervisors

File No. C-6-L-10

**THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
AGENDA ITEM**

DEPT: Chief Executive Office

BOARD AGENDA:5.B.8
AGENDA DATE: June 26, 2018

CONSENT:

CEO CONCURRENCE: YES

4/5 Vote Required: No

SUBJECT:

Approval of the Amendment to the Agreement with Yosemite Community College District and the City of Modesto for the Joint Use and Management of the Regional Fire Training Facility through June 30, 2019

STAFF RECOMMENDATION:

1. Approve the Amendment to the Agreement with Yosemite Community College District and the City of Modesto for the Joint Use and Management of the Regional Fire Training Center at Modesto Junior College through June 30, 2019.
2. Authorize the Chief Executive Officer to sign the Amendment to the Agreement for the Joint Use and Management of the Regional Fire Training Center at Modesto Junior College.

DISCUSSION:

Stanislaus County has had an extensive history of cooperation with the City of Modesto and Yosemite Community College District (YCCD) for the joint use and management of the Regional Fire Training Center (RFTC) at Modesto Junior College. On July 1, 1992, multiple parties entered into a 20-year agreement for the shared use of the facility. On July 1, 2014, the Board of Supervisors approved a new three-year agreement similar to the original, wherein Stanislaus County would continue to represent the interests of all fire protection districts located within the geographical boundaries of the County (Attachment A). This agreement expired on June 30, 2017 and the Board of Supervisors approved a one-year extension on November 21, 2017, which expires on June 30, 2018.

The RFTC offers vital training and educational opportunities for area firefighters. The RFTC is known throughout the State as a premier fire training facility and is recognized by the California State Fire Marshal's Office as an accredited Regional Training Program. Quality training for local fire service personnel has been provided through Fire Academies, California State Fire Marshal classes, and hands-on training. This partnership allows local fire personnel to provide a continued high level of fire protection to the citizens within their service areas.

The agreement includes provisions for program enhancements such as classes in support of the Fire Science Certificate and A.S. Degree, online and hybrid courses as alternatives to traditional classroom training, and priority to Fire Technology education and training given to college students and active firefighters within the area. The RFTC

is administered by a Management Committee that consists of the Dean of Public Safety at Modesto Junior College, the City of Modesto Fire Chief, and the Stanislaus County Fire Warden, or their respective designees.

The County, City of Modesto, and YCCD would like time to effectively evaluate the existing partnership and consider ways in which to expand services provided through an agreement. Another one-year extension is recommended at this time to ensure the continuity of services. The attached Amendment to the Agreement for the Joint Use and Management of the Regional Fire Training Center Modesto Junior College (Attachment B) extends the agreement executed on July 1, 2014, through June 30, 2019. This will allow the RFTC to maintain consistent and reliable operations that support and drive the delivery of the fire academy and State regulated professional training sought by the local fire authorities. It will also provide the parties time to structure a new joint use and management agreement commencing on July 1, 2019, at which time the Fire Warden/Office of Emergency Services will return to the Board of Supervisors to seek approval of the new agreement.

POLICY ISSUE:

Approval by the Board of Supervisors is required for agreements wherein the three-year cumulative total compensation exceeds \$100,000. Additionally, Board authority is required for the Chief Executive Officer to sign the agreement extension.

FISCAL IMPACT:

The Amendment extends the original instructional/service agreement through June 30, 2019. The original agreement projected a three-year cost of \$162,000, averaging \$54,235 per year. Continuation of the agreement was anticipated and included in the County Fire Service Fund 2017-2018 Adopted Final Budget. Funding for these services is provided by Less Than Countywide Fire Tax revenue; there is no impact to the County General Fund.

BOARD OF SUPERVISORS' PRIORITY:

The recommended action supports the Board of Supervisors' priorities of *Supporting Strong and Safe Neighborhoods* and *Delivering Efficient Public Services and Infrastructure* by partnering with the City of Modesto and Yosemite Community College District to provide valuable training to the personnel who administer fire protection services to residents of Stanislaus County.

STAFFING IMPACT:

Existing Chief Executive Office – Office of Emergency Services/Fire Warden staff will monitor the agreement and participate on the associated Management Committee.

CONTACT PERSON:

Richard Murdock, Fire Warden

Telephone (209) 552-3600

ATTACHMENT(S):

1. Attachment A 11-21-17 Regional Fire Training Center Agreement
2. Adendum to Agreement for Regional Fire Training Center

**AGREEMENT FOR THE JOINT USE AND MANAGEMENT
OF THE REGIONAL FIRE TRAINING CENTER
MODESTO JUNIOR COLLEGE**

This Agreement, made and entered into on July 1, 2014 by and among the CITY OF MODESTO, a municipal corporation within the County of Stanislaus ("City"), the COUNTY OF STANISLAUS, a political subdivision of the State of California, ("County"), and the YOSEMITE COMMUNITY COLLEGE DISTRICT, a post-secondary school of the Public School System of the State of California ("District").

For the purpose of this agreement, County is representing the interest of all public fire protection districts located within the geographical boundaries of Stanislaus County. County is not representing any public fire protection district not within the geographical boundaries of Stanislaus County, but within the boundaries of the District.

RECITALS

- A. The Regional Fire Science Training Center is funded by the City, the County, and the District, and constructed by the District on district-owned property at the northeast corner of Carpenter Road and Blue Gum Avenue (herein referred to as the "Training Center").
- B. The City, the County, and the District have determined and agreed that the Regional Fire Science Training Center is mutually beneficial.
- C. The Training Center will be used by the District, the County, and the Fire Department of City for students and personnel training to enable City and County and other agencies served by the District to provide a continued high level of fire protection to the citizens within their services areas.

NOW, THEREFORE, it is hereby agreed by and among the parties as follows:

AGREEMENT

- 1. The Agreement shall apply to those facilities directly associated with the Training Center.
- 2. The Regional Fire Training Center will have a Management Committee that shall meet at least twice annually, and which shall consist of the Dean of Public Safety at Modesto Junior College, the City of Modesto Fire Chief, and the Stanislaus County Fire Warden, or their respective designees. The Management Committee will (1) review policies and procedures for the management of the Training Center; (2) provide direction to the Director of the Training Center regarding the functions and use of the Training Center; (3) review the annual operating and capital budget

for the Training Center; and (4) participate in the selection of a Training Center Director

3. The District will employ and maintain a full-time dedicated Director for the Training Center. The duties and responsibilities of the Director shall include the following:
 - (a) Manage and direct day-to-day activities and use of the facilities;
 - (b) Ensure that the Training Center is used for its intended purpose;
 - (c) Ensure that the performance goals and objectives of Training Center are met;
 - (d) Submit recommendations to the Management Committee regarding policies and procedures regarding the management, functions and use of the Training Center;
 - (e) Prepare and submit for review and comment by the Management Committee an annual operating and capital budget; and
 - (f) Make recommendations to the Management Committee on other related matters.

4. A Fire Science Advisory Committee will be established by the Management Committee to review and advise the Director of the Training Center regarding classes and programs offered to students and firefighters, identification of instructors and other curriculum needs, and the use and schedule of the Training Center. The Management Committee will seek and obtain the recommendation of the Stanislaus County Fire Chiefs Association regarding appointments to the Fire Science Advisory Committee with an objective of achieving a balance of fire departments with different training requirements. The Fire Science Advisory Committee will serve at the pleasure of the Management Committee and will consist of the following members:
 - (a) The Director of the Training Center shall be an ex officio member and the chair of the Fire Science Advisory Committee;
 - (b) The Modesto Fire Chief and the Stanislaus County Fire Warden, or their respective designees, shall be ex officio members of the Fire Science Advisory Committee;
 - (c) Three appointed fire chiefs from fire departments within Stanislaus County;
 - (d) Three appointed training officer representatives from fire departments within Stanislaus County; and
 - (e) A representative from a fire department outside of Stanislaus County, but within the District's service area.

5. The priority for scheduling use of the Training Center shall be as follows:

First Priority will be given to "Fire Technology" education and training provided to college students and active firefighters of the City, County, and District Fire Departments and other fire departments within the District's service area.

Second Priority will be given to "Fire Technology" education and training programs offered to firefighters outside the District's service area.

Third Priority will be given to District education and training of students and staff other than "Fire Technology." All other uses will be reviewed by the Management Committee.

When other agencies utilize the facilities, they shall have on file a signed Hold Harmless Agreement that constitutes legal protection for the District, City and County.

6. The District will assume responsibility for the budgeted monies for the Training Center costs based on the following guidelines:
 - (a) The City and the County jointly will reimburse the District for the following personnel costs:
 - (1) 40% of the salary, benefits and Federal Standard Indirect Costs Rate (34%) taken on direct salary for a dedicated Secretary and Facility Coordinator for the Training Facility (20% City; 20% County);
 - (2) 10% of salary, benefits and Federal Standard Indirect Costs Rate (34%) taken on direct salary for a dedicated Fiscal Analyst (5% City; 5% County); and
 - (3) \$18,000 annually for Training Center custodial/maintenance service and supplies (\$9,000 City; \$9,000 County).
 - (b) Capital expenditures and infrastructure changes such as buildings, major equipment, and major maintenance, will be funded with mutual agreement by District, City and County prior to the commitment of funds
 - (c) Day-to-day operating items, such as paper goods, office supplies, and other materials or equipment not included in the original outfitting of the Training Center will be purchased separately by each agency.
 - (d) District will determine costs to be charged to other agencies for non-apportionment courses and for exclusive use of Training Center facilities. Revenue derived from these sources will be used to offset the costs in Subsection 6(a).
 - (e) When using the Training Center, parties to this agreement will not be charged overhead costs for courses scheduled. Direct costs of non-apportionment courses, such as instructor salaries, books, materials, and certification expenses, may be charged by the District.

7. Each party assumes all liability for injury of that party's personnel and damage to that party's equipment while located at or using the Training Center in a duty status
8. The District shall maintain commercial liability insurance with a limit of at least \$1,000,000 covering its personnel and property for personal injury and property damage and shall cause City and County to be named insured's in such policies. Such insurance shall cover all operations of District, its agents, officers and employees and volunteers in connection with the use of the Training Center for instructional and training purpose for other than City and County personnel.
9. Cost to repair major damages (except normal wear) caused to Drill Tower, water system, classrooms, Fire Simulator System, and other facilities directly associated with the Training Center will be paid for by the entity causing the damage.
10. This Agreement to remain in force for a period of three (3) years ending on June 30, 2017; provided, however, the City or the County may terminate its participation in this Agreement before the expiration, by giving thirty (30) days written notice of its intention to withdraw from participation in the Agreement to the other parties. Withdrawal from this agreement by the City or County will not relieve the City or County of its obligation to repay its proportionate share of costs incurred by the District to operate the Training Center incurred prior to the date of withdrawal.
11. The buildings, grounds, and affixed equipment, including the Fire Simulator System and its related software remain the property of the District, but shall be made available to the City or County in accordance with the provision of this agreement for the term of this agreement.
12. District shall provide training and instruction to the personnel of the fire departments of both City and County subject to the following conditions:
 - (a) The availability of qualified instructors.
 - (b) The ability of District to grant academic credit, appropriate certificates, degrees, or other recognition of skill and accomplishments in conformity with State law and college academic standards.
 - (c) Fire department personnel instructing in District classes shall execute employment contracts with the District.
 - (d) The assigned District operating budget for the Training Center shall not be exceeded.
13. City and County will be provided office space and space for storage of equipment, supplies, and training materials at the Training Center.

-- Signatures on Following Page --

IN WITNESS WHEREOF, the parties have entered into this Agreement on the day and year given above.

YOSEMITE COMMUNITY COLLEGE DISTRICT

Trena Satt 7/29/14
Executive Vice Chancellor, Fiscal Services

MODESTO JUNIOR COLLEGE

[Signature] 8.4.14
President

CITY OF MODESTO

D.W. Ridley for J.H.
City Manager

Approved as to Form:

[Signature]
City Attorney

COUNTY OF STANISLAUS

[Signature]
Chief Executive Officer

Approved as to Form:

[Signature]
County Counsel

**APPROVED AS TO RISK
MANAGEMENT FORM**

BY *[Signature]* DATE



Appendix A

Regional Fire Training Center

3 Year Center Vision and Targets

Training and Education Targets by the MJC Regional Fire Training Center

1. GOAL 1:
 - a. Maintain the delivery of MJC Fire Academies
 - b. Offer courses in support of the Fire Science Certificate and A.S. Degree
 - c. Offer courses to support the Emergency Medical Services
2. GOAL 2:
 - a. Offer an active schedule of California State Fire Marshal approved classes
 - b. Enhance Distance Education Capabilities (i.e. online and hybrid courses)
 - c. Expand Fee Based classes offered by the RFTC and Community Education
3. GOAL 3:
 - a. Expand Safety Training Venue for Community & Local Industries (i.e. Manufacturing OSHA Training, OES – CIMS/NIMS/IES, etc.)
4. GOAL 4:
 - a. Organize a Fire Science Safety Conference
5. GOAL 5:
 - a. Improve Priority Registration for Employees of JPA Fire Authority Members seeking to complete their Associate Degree
6. GOAL 6:
 - a. Update Lecture Rooms with Smart Classroom Technology
 - b. Repair Simulator to Working Conditions

REGIONAL FIRE TRAINING CENTER

ADDENDUM TO THE AGREEMENT FOR THE JOINT USE AND MANAGEMENT OF THE REGIONAL FIRE TRAINING CENTER MODESTO JUNIOR COLLEGE

ADDENDUM

July 1, 2018

Addendum to Instructional/Service Agreement for the Joint Use and Management of the Regional Fire Training Center located in Modesto, California.

(Original date of execution: July 1, 2014)

Re: Extension of Agreement for the Joint Use and Management of the Regional Fire Training Center located in Modesto, California

This addendum shall extend the original instructional/service agreement through June 30, 2019. The intent of the addendum is to (1) allow the MJC Regional Fire Training Center to maintain consistent and reliable operational RFTC that supports and drives the delivery of the fire academy and state regulated professional training sought by the local fire authorities, (2) allow the continued use of the Regional Fire Training Center by City, County and District Fire Departments and other fire departments within the District's service area, (3) provide extend time for the city, county and district to determine the scope and structure of a new "joint use and management agreement" commencing July 1, 2019.

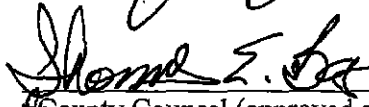
IN WITNESS WHEREOF, the parties have herein set their hands the day and year given above.

COUNTY OF STANISLAUS



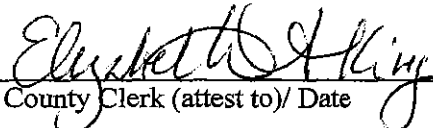
Chief Executive Officer/Date

6/24/18



Assistant County Counsel (approved as to form)/Date

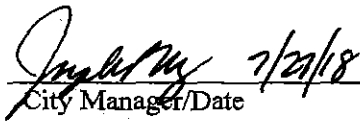
6/13/2018



County Clerk (attest to)/ Date

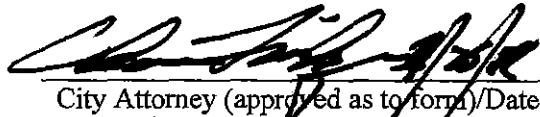
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CITY OF MODESTO

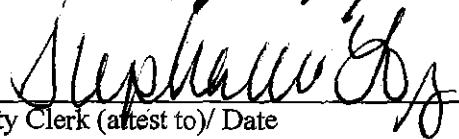


City Manager/Date

7/24/18




City Attorney (approved as to form)/Date



City Clerk (attest to)/ Date

YOSEMITE COMMUNITY COLLEGE DISTRICT



Vice Chancellor, Fiscal Services/Date

Susan C. Yeager
Vice Chancellor Fiscal Services