



Revenue Agreement Search and Rescue (SAR) Training

This Agreement is made and entered into this 10th day of November 2016, by and between RIO HONDO COMMUNITY COLLEGE DISTRICT, doing business as Rio Hondo College Public Safety Department (hereinafter referred to as the "District") and the CITY OF COMMERCE (hereinafter referred to as the "City").

RECITALS

WHEREAS, the City's Urban Search & Rescue Team needs continued training for planning and responding to emergencies; and

WHEREAS, the District provides the monthly training desired by the City at the Rio Hondo Fire Academy in Santa Fe Springs, California; and

WHEREAS, the City has used the District's services in the past and desires to continue its collaboration the District in continuing the training efforts for its twenty-member Urban Search & Rescue Team.

Now and therefore, it is mutually agreed by and between the parties hereto as follows:

A. Scope of Services; Schedule of Performance; Compensation.

The District and the City agree that the District will provide the following services to the City:

District will conduct Search and Rescue (SAR) Training for the City. The content will be determined by the District and tailored to the needs of the City. The training will be held/taught at Rio Hondo College's Santa Fe Springs -- Public Safety Training Center. The training center address is 11400 Greenstone Avenue, Santa Fe Springs, CA 90670 or other mutually agreed upon off-site training center.

1. The District agrees to:

- a) Provide SAR Training to employees of the City;
- b) SAR Training will consist of training 8-hour day/per month (7:30am - 4pm including thirty (30) minutes for lunch);
- c) Charge \$75 per student per presentation (Minimum of 17 / Maximum of 25) / Minimum charge of \$1,275 per presentation; and
- d) Training will be provided once a month.

2. The parties to this Agreement understand that the District is governed by the Education Code and this agreement is specifically covered by Education Code §87470.

3. The City agrees to:

- a) Accept SAR training from the District;
- b) Pay the fee as described in Item 1(c) above; and
- c) Commit to six (6) months of training.

B. Notice and Invoicing.

Invoices and notices shall be sent to the City at the following address:

City of Commerce
c/o: Matthew C. Rodriguez
Director of Public Safety & Community Services
2535 Commerce Way
Commerce, CA 90040
Phone: (323) 887-4460 ext. 2386
Email: mrodriguez@ci.commerce.ca.us

All correspondence to the District shall be sent to the following address:

Rio Hondo Community College District
c/o: Felix G. Sarao
Director of Contract Management and Vending Services
3600 Workman Mill Road
Whittier, CA 90601
Phone: (562) 908-3493
Email: fsarao@riohondo.edu

C. Term.

The term of this Agreement shall be from January 1, 2017 through June 30, 2017. This Agreement and the provisions hereof, except as otherwise provided, shall be in full force and effect commencing on the date of execution by both Parties. This Agreement may be renewed by contract modification.

In accordance with this clause, either party may terminate the performance of work under this contract by giving the other party thirty (30) days written notice. In the event of such termination, the City must pay the District for services rendered up to the time of termination.

D. Indemnification.

The City agrees to indemnify and hold harmless the District, its agents, officials, officers and employees from and against any and all actions, claims, damages (including but not limited to death, bodily injury, or property damage), liabilities, losses, or expenses of whatsoever kind, name or nature, including legal costs and attorneys' fees, whether or not suit is actually filed, and any judgments rendered against District and/or its agents, officials, officers, or employees that may be asserted or claimed by any person, firm or entity, arising out of or in connection with the City's performance, or the performance of its agents, officials, officers, or employees, under this Agreement, including any acts, errors, or omissions of the City, its agents, officials, officers or employees.

The District agrees to indemnify and hold harmless the City, its agents, officials, officers and employees from and against any and all actions, claims, damages (including but not limited to death, bodily injury, or property damage), liabilities, losses, or expenses of whatsoever kind, name or nature, including legal costs and attorneys' fees, whether or not suit is actually

filed, and any judgments rendered against the City and/or its agents, officials, officers, or employees that may be asserted or claimed by any person, firm or entity, arising out of or in connection with the District's performance, or the performance of its agents, officials, officers, or employees, under this Agreement, including any acts, errors, or omissions of the District, its agents, officials, officers or employees.

E. Assignment.

Neither the City nor the District may assign its respective rights or obligations under this Agreement to any other entity or person without the express written consent of the other original party to this Agreement.

F. Attorneys' Fees

In the event arbitration or a judicial proceeding is brought to enforce the terms of this Agreement, the prevailing party shall be entitled to recover from the other party its reasonable costs and attorneys' fees incurred in connection therewith.

G. Governing Law.

The validity, performance, and construction of this Agreement shall be governed by and interpreted in accordance with the laws of the State of California applicable to contracts made to be performed therein. Any litigation commenced by either party to this Agreement shall be venued in Los Angeles County, California.

H. Severability.

Should any part of this Agreement be declared by a final decision of a court or tribunal of competent jurisdiction to be unconstitutional, invalid, or beyond the authority of either party to enter into or carry out, such decision shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect, provided that the remainder of this Agreement, absent the unexercised portion, can be reasonably interpreted to give effect to the intentions of the parties.

I. Entire Agreement and Amendments to Agreement.

This Agreement contains the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and supersedes all previous communications, negotiations, and agreements, whether oral or written, between the parties with respect to such subject matter, and no addition to or modification of this Agreement or waiver of any provisions of this Agreement shall be binding on either party unless made in writing and executed by the District and the City.

J. No Representations Except as Expressly Stated in this Agreement.

Except as expressly stated in this Agreement, no party, nor its employees, agents or attorneys have made any statement or representation to any other party or its employees, agents or attorneys regarding any fact relied upon in entering into this Agreement, and each party does not rely upon any statement, representation and/or promise of any other party, its respective employees, agents or attorneys in executing this Agreement.

IN WITNESS WHEREOF, the parties hereto have each executed or caused to be executed this Agreement as of the Effective Date.

DISTRICT

Rio Community College District
3600 Workman Mill Road
Whittier, CA 90601-1699

CITY

City of Commerce
2535 Commerce Way
Commerce, CA 90040

Teresa Dreyfuss
Superintendent/President

Ivan Altamirano
Mayor

ATTEST:

Lena Shumway
City Clerk

APPROVED AS TO FORM

By: Eduardo Olivo
City Attorney
for the City of Commerce