

## **TRAINING FACILITY USE AGREEMENT (2017-2020)**

This Training Facility Use Agreement is dated July 1, 2017 (this “Agreement”), and is entered into between the Contra Costa Community College District (“College District”), a community college district existing under the laws of the State of California, and Contra Costa County Fire Protection District, a fire protection district existing under the laws of the State of California (“CCCFPD”).

### **RECITALS**

- A. The College District educates and trains students in a wide variety of instructional programs, and has established a Fire Fighter Academy instructional program, pursuant to California Education Code section 78015 (the “Program”). The Program has been approved by the California Community College Chancellor’s Office and the Program courses have been approved by the College District’s curriculum committee.
- B. CCCFPD has the facility, equipment, props, and resources necessary to provide a training location for students enrolled in the College District’s Program.
- C. The purpose of this Agreement is to permit the Program courses to be conducted at CCCFPD’s training facility located at 2945 Treat Boulevard, Concord, California (the “Training Facility”).

NOW, THEREFORE, the parties, for good and valuable consideration, the sufficiency of which is acknowledged, agree as follows:

### **Section 1. COLLEGE DISTRICT OBLIGATIONS**

- (a) College District shall offer the Program courses set forth on Exhibit A, attached hereto and incorporated herein by this reference (the “Courses”). College District may cancel the offering of any Course. If College District cancels a Course, it will provide notice to CCCFPD in writing prior to the start date of the Course.
- (b) College District shall ensure that the Courses meet all applicable requirements of the California Education Code and Title 5 of the California Code of Regulations.
- (c) College District will designate in writing to CCCFPD a College District employee (the “Coordinator”) to support and communicate with CCCFPD concerning all Courses taught at the Training Facility.
- (d) College District shall provide the following services to students enrolled in each Course, in accordance with the College District’s standards set forth in the College District’s publications:
  - i. Recruitment of students;

- ii. Placement testing;
  - iii. Advising;
  - iv. Counseling;
  - v. Registration and enrollment of all students on College District-approved registration forms;
  - vi. Maintenance of student rosters;
  - vii. Evaluation of student progress;
  - viii. Record keeping; and
  - ix. Withdrawal of students prior to course completion.
- (e) For each semester, College District will provide CCCFPD with a Course schedule with the dates and times that College District will be using the Training Facility, which must be approved by CCCFPD in writing.
- (f) Prior to each semester, College District will request use of the facilities and props set forth on Exhibit B attached hereto and incorporated herein (“Equipment”), and make payment therefore at the rates set forth on Exhibit B.
- (g) College District shall repair any damage to the Training Facility or Equipment caused by Instructors, the Coordinator, or Students during use of the Training Facility.

## **Section 2. CCCFPD OBLIGATIONS**

- (a) CCCFPD shall permit College District Course instructors (“Instructors”), the Coordinator, and students enrolled in a Course (“Students”) to use the Training Facility for the purpose of conducting and attending Courses from 5:30 p.m. to 10:00 p.m. Monday through Friday, and 8:00 a.m. to 6:00 p.m. Saturday and Sunday during the term of this Agreement.
- (b) CCCFPD will permit College District Instructors, the Coordinator, and Students to have access to the CCCFPD Equipment set forth on Exhibit B.
- (c) For each Course, CCCFPD shall provide classroom and drill ground space at the Training Facility.

## **Section 3. AREAS OF MUTUAL COOPERATION.**

- (a) CCCFPD and College District shall consult and cooperate regarding any changes in the College District’s use of the Training Facility and Equipment.
- (b) CCCFPD and College District will cooperate to ensure that all Equipment and materials used in providing Course instruction under this Agreement conform to industry recognized safety mandates and standards.

#### **Section 4. COLLEGE DISTRICT EMPLOYEE STATUS.**

College District has the primary right to control and direct the Program and Course activities being conducted at the Training Center. College District shall only permit the Coordinator, Course Instructors, and Students access to the Training Center. Non-College District employees shall not teach, lead or proctor any Course. CCCFPD has the right to control the use of the Training Facility.

#### **Section 5. PAYMENT.**

- (a) In consideration of CCCFPD's provision of the Training Facilities and Equipment, College District shall pay CCCFPD as set forth in this Section 5.
- (b) The College District will pay for use of the Training Facilities and Equipment at the rates set forth on Exhibit B. College District's payments under this Agreement shall not exceed \$35,000 per year.
- (c) CCCFPD shall submit an invoice to the College District at the conclusion of each semester for the Training Facilities and Equipment provided by CCCFPD pursuant to this Agreement.
- (d) College District will pay CCCFPD no later than 30 days after the date of the invoice. Payments shall be sent to CCCFPD at its address in Section 7 (Notices).
- (e) If for any reason this Agreement is terminated prior to the end of the Term, CCCFPD shall submit a final invoice showing the costs owed by College District to CCCFPD. College District will pay CCCFPD within 30 days of receipt of the final invoice.
- (f) If College District disputes any invoice, then College District shall notify CCCFPD in writing within thirty (30) days of receipt of the invoice. The CCCFPD Training Battalion Chief and the College District Coordinator shall cooperate to resolve the dispute.
- (g) Under no circumstances may CCCFPD charge Students any fees directly.

#### **Section 6. HOLD HARMLESS AND INDEMNITY.**

- (a) CCCFPD shall defend, indemnify and hold harmless College District from CCCFPD's share of liability for damages, injury or death of or to any person or the property of any person, caused by the negligence or willful misconduct of CCCFPD, its officers, agents or employees in CCCFPD's performance of this Agreement. CCCFPD's obligations under this section 6(a) shall not apply to any claim, cost or liability caused in whole or in part by the negligence or willful misconduct of College District. Under no circumstances shall CCCFPD have any liability to College District or to any other person or entity, for consequential or special damages, or for any damages based on loss of use, revenue, profits or business opportunities arising from or in any way relating to CCCFPD's

performance under this Agreement. College District shall cooperate with CCCFPD in the defense of any action required by this section.

- (b) College District shall defend, indemnify and hold harmless CCCFPD from College District's share of liability for damages, injury or death of or to any person or the property of any person, caused by the negligence or willful misconduct of College District, its officers, agents or employees in College District's performance of this Agreement. College District's obligations under this Section 6(b) shall not apply to any claim, cost or liability caused in whole or in part by the negligence or willful misconduct of CCCFPD. Under no circumstances shall College District have any liability to CCCFPD or to any other person or entity, for consequential or special damages, or for any damages based on loss of use, revenue, profits or business opportunities arising from or in any way relating to College District's performance under this Agreement. CCCFPD shall cooperate with College District in the defense of any action required by this section.

### **Section 7. NOTICES.**

All correspondence regarding this Agreement, including invoices, payments, and notices, shall be directed to the following persons at the following addresses and telephone numbers:

CCCFPD:

Richard Sonsteng and/or Lewis Broschard  
c/o Laura Moran  
Contra Costa County Fire Protection District  
2945 Treat Boulevard  
Concord, CA 94519  
Tel.: (925) 383-5049

COLLEGE DISTRICT:

Contra Costa Community College District  
500 Court Street  
Martinez, CA 94553

### **Section 8. TERM AND TERMINATION.**

- (a) The term of this Agreement is for three years following the date first set forth above (the "Term"), unless earlier terminated by either party as set forth in subsection (b) below.
- (b) Either party may terminate this Agreement, without cause, by providing the other party with ninety (90) days written notice.

### **Section 8. INSURANCE.**

Each party shall, throughout the duration of this Agreement, maintain insurance (which may include for the purpose of this section, self-insurance or coverage under a self-insurance pool) to cover each of their respective interests related to their obligations under this Agreement (including coverage for their employees and agents) including:

- (a) Commercial General Liability. Each Party shall have commercial general liability coverage (with coverage at least as broad as ISO form CG 00 01 01 96) in an amount not less than \$1,000,000 per occurrence for general liability, bodily injury, personal injury and property damage.
- (b) Automobile Liability. Each Party shall have automobile liability coverage (with coverage at least as broad as ISO form CA 00 01 07 97, for “any auto”) in an amount not less than \$1,000,000 per accident for bodily injury and property damage.

**Section 9. NO THIRD PARTY BENEFICIARIES.**

Nothing in this Agreement is intended, nor shall it be construed, to create rights inuring to the benefit of third parties.

**Section 10. ENTIRE AGREEMENT.**

This Agreement contains the entire agreement between the parties concerning the subject matter herein, and all prior understandings or agreements, oral or written, regarding this matter are superseded. This Agreement shall not be modified except by written mutual agreement signed by the parties.

**Section 11. ASSIGNMENT.**

Neither party may assign any right or interest in this Agreement without the prior written consent of the other party.

CONTRA COSTA COUNTY FIRE  
PROTECTION DISTRICT

CONTRA COSTA COMMUNITY  
COLLEGE DISTRICT

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT A**  
**Fire Fighter Academy Program Course Offerings**

College District will provide instruction for the following courses at the Training Facility:

1. Fire Technology 120

**EXHIBIT B**  
**Training Facility Fees**

<b>RESOURCE USED</b>	<b>HOURLY RATE</b>	<b>HOURS USED</b>	<b>FEE AMOUNT</b>
<input type="checkbox"/> Classroom w/AV Equipment	\$45/hour	_____	\$ _____
<input type="checkbox"/> Classroom w/o AV Equipment	\$35/hour	_____	\$ _____
<input type="checkbox"/> Confined Space Area	\$60/hour	_____	\$ _____
<input type="checkbox"/> DMV Driving Course	\$45/hour	_____	\$ _____
<input type="checkbox"/> Disentanglement Area	\$40/hour	_____	\$ _____
<input type="checkbox"/> Drill Grounds	\$40/hour	_____	\$ _____
<input type="checkbox"/> Drill Tower	\$55/hour	_____	\$ _____
<input type="checkbox"/> Drafting Pit	\$20/hour	_____	\$ _____
<input type="checkbox"/> Orchard	\$30/hour	_____	\$ _____
<input type="checkbox"/> Skid Pad - dry	\$40/hour	_____	\$ _____
<input type="checkbox"/> Skid Pad - Wet	\$55/hour	_____	\$ _____
<input type="checkbox"/> Training House	\$60/hour	_____	\$ _____
<input type="checkbox"/> Training Facility Use Fee per person	\$5/day	_____	\$ _____
<input type="checkbox"/> Small office space	No charge		
<input type="checkbox"/> Storage spaces for (1) Conex Box, (1) Shed, and parking for (1) Fire Engine	No charge		
<input type="checkbox"/> Diesel fuel invoiced at current price as used	Market Rate		
<input type="checkbox"/> Miscellaneous Equipment: Rescue 42s Hydraulic Extrication Tools Campus Training Props Training Fire Engines Training Ladders	\$5,000/year	_____	\$ _____

		.....	\$ _____
		.....	\$ _____
	Total Fees.....	.....	\$ _____