

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

557



FROM: Stanley L. Sniff Jr., Sheriff-Coroner-PA

SUBMITTAL DATE:
10/06/09

SUBJECT: Approval of an Agreement for Public Safety Employee Educational and Training Services with the Desert Community College District

RECOMMENDED MOTION: Move that the Board of Supervisors approve the Agreement for Public Safety Employee Educational and Training Services with the Desert Community College District, and authorize the Chairperson to execute the Agreement on behalf of the Board.

BACKGROUND: The Sheriff's Department (RSD), in partnership with the County Fire Department (RCFD), contracts with the Riverside Community College District (RCCD) to offer a full public safety curriculum and provide college credits to students enrolled in classes at Ben Clark Training Center.

Now the two Departments have negotiated an Agreement with the Desert Community College District (DCCD) for the presentation of the public safety curriculum on the College of the Desert campus in Palm Desert, which was executed by DCCD on September 23, 2009.

(Continued on Page 2)

BR 010-049

Will Taylor
For

Stanley L. Sniff Jr., Sheriff-Coroner-PA
Will Taylor, Director of Administration

FINANCIAL DATA

Current F.Y. Total Cost:	N/A	In Current Year Budget:	N/A
Current F.Y. Net County Cost:	\$0	Budget Adjustment:	No
Annual Net County Cost:	\$0	For Fiscal Year:	FY 2009-10

SOURCE OF FUNDS:

Positions To Be Deleted Per A-30	<input type="checkbox"/>
Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY: *Robert Tremaine*
Robert Tremaine

County Executive Office Signature

- Dept't Recomm.: Consent Policy
- Per Exec. Ofc.: Consent Policy

Prev. Agn. Ref.: 09/02/08 3.135 | District: All | Agenda Number:

3.55

ATTACHMENTS FILED WITH THE CLERK OF THE BOARD

FORM APPROVED COUNTY COUNSEL

BY: NEAL R. KIPNIS DATE

Departmental Concurrence

2009 OCT 13 PM 8:10

Agreement for Public Safety Employee Educational and Training Services with
the Desert Community College District BR 10-049

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Per the Agreement, DCCD will be responsible for all academic matters and compliance with educational requirements imposed by law. RSD and RCFD will provide DCCD with instructors and course outlines. DCCD, RCFD and RSD will mutually agree upon the number of instructors required to instruct course section(s), the ratio of instructors per student, and the subject areas to be taught respective to their agency's courses. DCCD, RCFD and RSD will mutually agree upon the dates, times and locations where courses will be conducted.

DCCD has agreed to pay the instructors supplied by the two Departments at the prevailing part-time faculty hourly rate.

The term of the Agreement is from September 30, 2009 through July 31, 2010. County Counsel has approved the Agreement as to form.

**AGREEMENT FOR PUBLIC SAFETY EMPLOYEE
EDUCATIONAL AND TRAINING SERVICES**

This agreement is made and entered into by and between the BOARD OF TRUSTEES of DESERT COMMUNITY COLLEGE DISTRICT, hereinafter "DCCD", and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, hereinafter "County", on behalf of the Riverside County Sheriff's Department and the Riverside County Fire Department, hereinafter "RSD" and "RCFD", to provide for training standards and costs established by RSD and RCFD training units at the Ben Clark Training Center.

ARTICLE 1. PARTIES

Desert Community College District
Dr. Edwin Deas, Vice President
~~Administration & Finance~~ Business Affairs
College of the Desert
43-500 Monterey, Palm Desert, CA 92260

County of Riverside, on behalf of the Fire Department
John Hawkins, Fire Chief
210 W. San Jacinto Ave
Perris, CA 92570

County of Riverside, on behalf of the Sheriff's Department
Stanley L. Sniff Jr., Sheriff
P.O. Box 512
Riverside, CA 92502

ARTICLE 2. TERM OF CONTRACT

Section 2.01. This agreement shall commence September 30, 2009, and terminating July 31, 2010, unless earlier terminated by either party in the manner set forth herein.

Section 2.02. County or DCCD may terminate this agreement, without cause, upon ninety (90) days written notice to the other parties. However, courses which are fully enrolled or in progress, shall be completed.

Section 2.03. If the term of this agreement extends into fiscal years subsequent to that in which it is approved, such continuation of the agreement is contingent on the appropriation and availability of funds for such purpose, as determined in good faith by DCCD, RSD and RCFD. If funds to affect such continued purpose are not appropriated or available as determined in good faith by DCCD, RSD and RCFD, this agreement shall automatically terminate and DCCD, RSD and RCFD shall be relieved of any further obligation.

Section 2.04. In the event the parties intend to renew this agreement at the end of the term, 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 six (6) months, until a new agreement can be completed, approved and signed by the parties.

ARTICLE 3. COURSES, CURRICULUM, INSTRUCTION, CLASS SIZE.

Section 3.01. RSD and RCFD may submit to Applied Science and Business Division of DCCD requests for courses or programs for college credit to augment training for personnel or to provide augmented training for personnel to develop specialized skills for professional advancement. Responsibility for Curriculum is the sole responsibility of the Faculty Senate of College of the Desert and RSD and RCFD recognize that new curriculum could take one full year before approval is complete.

Section 3.02. DCCD will approve the course content, course curriculum, and methods of instruction provided by RSD and RCFD. DCCD will provide orientation of faculty, instructor manuals, course outlines, curriculum materials, testing and grading procedures and any other services necessary.

Section 3.03. Student remediation and retesting subsequent to any evaluation failure shall be conducted in accordance with procedures established by the RSD or RCFD training managers in accordance with California Education Code and course syllabus.

Section 3.04. DCCD in collaboration with RSD and RCFD will determine minimum class sizes. DCCD in collaboration with RSD and RCFD may also set a maximum class size and course credit.

Section 3.05. DCCD, RCFD and RSD will mutually agree upon the number of instructors required to instruct course section(s), the ratio of instructors per student, and the subject areas to be taught respective to their agency's courses.

Section 3.06. DCCD, RCFD and RSD will mutually agree upon the dates, times and locations where courses will be conducted. This information will be included in the class schedule. Changes in course dates, times and locations must be decided no less than 60 days in advance of the course and mutually agreed upon by DCCD, RCFD and RSD. When extenuating circumstances require rescheduling during the semester, DCCD, RCFD and RSD will collaborate to minimize impact upon students.

Section 3.07. RSD and RCFD agree to provide written notice to DCCD, based on the class schedule deadlines, prior to offering any approved course. Courses being offered by DCCD must be published in the class schedule. The notice may include all relevant course information and proposed course outline.

Section 3.08. DCCD, RSD and RCFD may cancel scheduled courses by mutual notification. Notice of cancellation will be made at least two working days prior to the start date of the course.

Section 3.09. Fees required to meet POST (California Peace Officer Standards and Training) and STC (California Standards and Training for Corrections) for courses under RSD certification shall be collected and accounted for by RSD.

ARTICLE 4. SERVICES TO BE PERFORMED BY RSD AND RCFD.

Section 4.01. For purposes of Worker's Compensation, RSD is considered the "primary employer" for Riverside County Sheriff personnel performing services under this agreement and RCFD is considered the "primary employer" for RCFD and CALFIRE personnel performing services under this agreement. Notwithstanding this statement, employees and instructors performing services under this agreement are under the supervision of DCCD for instructional purposes only. This section conforms to California Code of Regulations Title 5 Section 58058.

Section 4.02. Instruction by RSD and RCFD may include the development of appropriate lecture and practical application of materials; recommendation of instructors; development of educational support materials, and career and technical equipment to assist with selected courses in conjunction with DCCD and under the supervision and control of a District employee in accordance with DCCD employee bargaining agreement(s).

Section 4.03. RSD and RCFD shall permit DCCD to have access to its current course outlines and other course outlines approved by the RCFD and RSD training managers.

ARTICLE 5. OPERATIONAL ISSUES

Section 5.01. DCCD will provide an electronic admission/application process to students at least 30 days prior to the start of the course. DCCD will provide to RSD & RCFD and students matriculation guidelines, for assessment, orientation, and registration processes. High school students (seeking concurrent enrollment) will not be allowed to register for courses offered by RSD and RCFD.

Section 5.02. DCCD agrees to process student applications in a timely manner, students must apply for admission 7 days prior to the beginning of the class. Students will then be able to follow the matriculation process and enroll via the web or telephone.

Section 5.03. DCCD has sole responsibility to determine residency for each student at the time applications for admission are accepted, and whenever a student has not been in attendance for more than one semester or quarter. DCCD shall comply with Education Codes 68040, 68044 and 76140.5; Title 5, 540002 and 54010.

Section 5.04. RSD and RCFD instructors will comply with all DCCD admission, registration, and grading procedures and deadlines.

Section 5.05. DCCD will pay directly all instructors and staff who teach or perform instructional services on release time from regular employed duties of RSD and RCFD employees. DCCD has the primary right to control and direct the instructional activities of the instructors employed by DCCD.

Section 5.06. DCCD will pay RSD and RCFD for the services of instructors who perform instructional services not on release time from regular duty of RSD employees. Payments will be made at the prevailing part-time faculty hourly rate in effect during the time the instructional course is in progress. Instructors funded by DCCD in this manner shall be agreed upon between the parties in advance of the instruction being presented. DCCD will not bear the cost of travel time nor mileage reimbursements for travel outside instructional times.

Section 5.07. DCCD will notify RCFD and RSD of the prevailing part-time faculty rate in writing prior to the start of instruction.

Section 5.08. DCCD shall collaborate with RCFD and RSD in the selection and approval of instructors to ensure and maintain the quality of instruction to meet the needs of the students and the accreditation requirements of the DCCD. In addition, DCCD shall collaborate with RCFD and RSD to insure that approved instructors will teach courses in a manner consistent with DCCD-approved course outlines and state standards and will hold students to a level of academic achievement expected by DCCD, RCFD and RSD.

Section 5.09. All DCCD communication with the California Peace Officer Standards and Training Commission, State Fire Marshal and their staff regarding RSD or RCFD training programs shall be made exclusively and entirely through the RCFD and RSD training commands.

Section 5.10. RCFD and RSD agree to comply with all reasonable requests of DCCD and provide access to all documents related to the instructional program necessary for the performance of DCCD's duties under this agreement. DCCD agrees to comply with all reasonable requests of RCFD and RSD and provide access to all documents and student records related to the instructional program as allowed by law.

Section 5.11. RSD and RCFD may provide equipment and supplies for trainees to use while attending RCFD and RSD courses. Students from other agencies and non-affiliated students may be required to provide their own equipment. RCFD and RSD shall have the exclusive right to determine and authorize the type, make and model of equipment to be used by students during course instruction. Exceptions to this shall be approved in advance by RSD and RCFD.

Section 5.12. DCCD shall provide one day parking passes at no cost for students attending RSD and RCFD courses. DCCD shall provide parking at no cost for RCFD and RSD staff overseeing or participating in RSD or RCFD courses.

Section 5.13. DCCD shall provide at no cost a secure and business suitable office for on-site RSD and RCFD training staff. The office space shall include a telephone and access to the internet.

ARTICLE 6. LIABILITY/INDEMNITY

Section 6.01. DCCD will ensure that, at the time of registration, non-affiliated students purchase the standard DCCD student health coverage and maintain the coverage during the entire time the student is attending a RCFD or RSD course.

Section 6.02. RCFD and RSD, their officers, agents, and employees, shall not be deemed to have assumed any liability for the negligence, or any other act or omission of DCCD or any of its officers or employees, or for any dangerous or defective condition of any work or property of DCCD.

Section 6.03. DCCD shall indemnify and hold RCFD and RSD, their officers, agents, employees and independent contractors, free and harmless from any claim or liability whatsoever, based or asserted upon the condition of work or property of DCCD, or upon any act or omission of DCCD, its officers, agents, employees, subcontractors and independent contractors, for property damage, bodily injury or death, or any other element of damage of any kind or nature, and DCCD shall defend, at its expense including attorney fees, RSD and RCFD, its officers, agents, employees and independent contractors, in any legal action or claim of any kind based upon such condition of work or property, or alleged acts or omissions.

Section 6.04. County shall indemnify and hold DCCD, its officers, agents, employees and independent contractors, free and harmless from any claim or liability whatsoever, based or asserted upon any act or omission of RCFD and RSD, their officers, agents, employees, subcontractors and independent contractors, for property 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, DCCD, its officers, agents, employees and independent contractors, in any legal action or claim of any kind based upon such alleged acts or omissions.

ARTICLE 7. OBLIGATION OF DCCD

Section 7.01. DCCD shall provide current course outlines for each course making up said training programs, and shall take steps to keep its college catalogue current with regard thereto.

Section 7.02. DCCD shall schedule all portions of the educational and training programs approved by and in agreement with RCFD and RSD to be part of the curriculum offered by DCCD, and approved by DCCD's Curriculum Committee and its Board of Trustees, and published in the current college catalogue.

ARTICLE 8. GENERAL PROVISIONS

Section 8.01. DCCD shall ensure that scheduled courses and programs meet all appropriate State of California Government Code and State of California Education Code requirements.

Section 8.02. 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:

Desert Community College District
Dr. Edwin Deas, Vice President
~~Administration & Finance~~ Business Affairs
College of the Desert
43-500 Monterey, Palm Desert, CA 92260

County of Riverside, on behalf of the Fire Department
John Hawkins, Fire Chief
210 W. San Jacinto Ave
Perris, CA 92570

County of Riverside, on behalf of the Sheriff's Department
Stanley L. Sniff Jr., Sheriff
P.O. Box 512
Riverside, CA 92502

Section 8.03. The parties will comply with all federal and state rules and regulations and will not discriminate on the basis of race, religion, gender, disability, medical condition, marital status, age or sexual orientation. Harassment of any employee/student with regard to race, religion, gender disability, medical condition, marital status, age or sexual orientation is strictly prohibited.

Section 8.04. 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.

Section 8.05. 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.

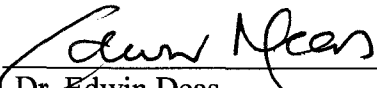
Section 8.06. This agreement will be governed by and construed in accordance with the laws of the State of California and the venue of any action or proceeding in connection herewith shall be the County of Riverside, State of California.

Section 8.07. 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 and 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.

DESERT COMMUNITY COLLEGE DISTRICT

Dated: 09/23/09

By: 
Dr. Edwin Deas,
Vice President, ~~Administration and Finance~~
Business Affairs


COUNTY OF RIVERSIDE

Dated: _____

By: _____
Jeff Stone, Chair
Riverside County Board of Supervisors

ATTEST:
KECIA HARPER-IHEM
Clerk of the Board

By: (Deputy)

FORM APPROVED COUNTY COUNSEL
BY: 
NEAL R. KIPNIS DATE