

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

754



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

SUBMITTAL DATE:
11/10/10

SUBJECT: Approval of a Memorandum of Understanding for the Provision of an Advanced Officer Training Program with the Desert Community College District

RECOMMENDED MOTION: Move that the Board of Supervisors approve the Memorandum of Understanding (MOU) for the provision of an Advanced Officer Training Program with the Desert Community College District, and authorize the Chairperson to execute the MOU on behalf of the Board.

BACKGROUND: Since 2009, the Sheriff's Department (RSD) and the County Fire Department (RCFD) have partnered with the Desert Community College District (DCCD) for the presentation of a full public safety curriculum on the College of the Desert campus in Palm Desert. RSD and DCCD now wish to expand the curriculum to include Advanced Officer Training.
(Continued on Page 2)

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 2010-11

SOURCE OF FUNDS: BR 11-047	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

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley
Nays: None
Absent: None
Date: November 30, 2010
xc: Sheriff

Kecia Harper-Ihem
Clerk of the Board
By: *Kecia Harper-Ihem*
Deputy

ATTACHMENTS FILED WITH THE CLERK OF THE BOARD

Departmental Concurrence

Policy
 Policy
 Consent
 Consent

Dept's Recomm.:
 Per Exec. Ofc.:

MOU for Advanced Officer Training with the Desert Community College District
BR 11-047

Page 2

As with the Public Safety Employee Educational and Training Services Agreement with DCCD, the District has agreed to pay the instructors supplied by RSD at the prevailing part-time faculty hourly rate. County Counsel has approved the Agreement as to form.



MEMORANDUM OF UNDERSTANDING

**County of Riverside
And
College of the Desert**

WHEN DOCUMENT IS FULLY EXECUTED RETURN
CLERK'S COPY

to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.

This memorandum of understanding is made and entered into this 1st day of July 2010 by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California, on behalf of the Riverside County Sheriff's Department, hereinafter referred to as RSD and College of the Desert, Desert Community College District, Riverside County, California, hereinafter referred to as the DISTRICT. The term of the MOU is July 1, 2010 through June 30, 2012.

The purpose of this MOU is to facilitate the implementation and on-going operation of an Advanced Officer Training (AOT) program at the DISTRICT that will enhance and develop the professional skills, abilities and knowledge of regional law enforcement officers.

DISTRICT agrees to collaborate with RSD by doing the following:

- Provide facilities for training at College of the Desert-Public Safety Academy
- Provide District instructors and subject matter experts.
- Waive facility usage fee of \$32 per hour and standard contract fee of 25%.

RSD agrees to the following:

- Pay fee equivalent to \$50 per instructional hour plus 13% payroll cost, plus 17% overhead rate ($\$50 \times \text{number of instructional hours} \times 13\% \times 17\%$) for all not-for-credit courses.
- Above fees, including instruction, payroll and overhead costs, to be waived by the DISTRICT for RSD instructors who are on duty and being compensated by RSD at time of instruction.
- When multiple instructors are required to meet POST course instructor-to-student ratios, RSD will negotiate with the DISTRICT prior to scheduling the course.
- Provide all program administration including course announcements, registration, student fee collection, student rosters, instructor evaluations and course certificates.
- Upon invoice, provide supporting documents including signed rosters of students enrolled, instructor evaluations and instructor time sheets.
- Notify DISTRICT of scheduled courses a minimum of 15 days prior to course start date.
- Provide payroll information for instructors not in the system at least 10 days prior to course of instruction.



DCCD MOU for CTC Training FY10-12
12-902-0101-0-7010-0001-8830

NOV 30 2010 3.54

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Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.

Both parties agree that:

1. The agreement is subject to change by mutual consent of RSD and DISTRICT.
2. The parties agree to defend, indemnify and hold harmless each other, their Boards of Trustees, officers, agents and employees, individually and collectively, from and against all costs, losses, claims, demands, suits, actions, payments and judgments, including legal and attorney fees, arising from personal or bodily injuries, property damage or otherwise, however caused, brought or recovered against any of the above that may arise for any reason from or during or be alleged to be caused by their performance under this agreement.
3. Either party may terminate this agreement at any time upon fifteen (15) days advance written notice to each other.
4. The agreement is not assignable without the consent of both parties hereto.
5. They shall not discriminate against any person in the provision of services or employment of persons on the basis of race, color, national origin, ancestry, religion, physical/mental disability, marital status, sex, age or sexual orientation.
6. This agreement shall be governed by and construed in accordance with the laws of the State of California.

The Memorandum of Understanding has been read and agreed upon by the following representatives of both parties:

College of the Desert

Signature
Chris Madigan
Director, Public Safety Academy

Dated: _____

Signature
John Jaramillo, Dean
Business, Technical & Workforce Education

COUNTY OF RIVERSIDE

Marion Ashley
Signature
Marion Ashley, Chairman
Riverside County Board of Supervisors

Dated: NOV 30 2010

ATTEST:

Kecia Harper-Ihem
Clerk of the Board

By: K. Murgator
Deputy



DCCD MOU for CTC Training FY10-12
12-902-0101-0-7010-0001-8830

NOV 30 2010 3.54

Signature
Farley Herzek, Vice President
Academic Affairs

Signature
Authorized Agent
Business Affairs

CONTACT INFORMATION:

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