

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



ITEM: 3.54  
(ID # 18144)

**MEETING DATE:**

Tuesday, January 25, 2022

**FROM :** SHERIFF-CORONER-PA:

**SUBJECT:** SHERIFF-CORONER-PA; Ratify and Approve a Five (5) Year (October 1, 2021 to June 30, 2026) Instructional Services Agreement between the Desert Community College District and the County of Riverside, on behalf of the Riverside County Sheriff's Department for public safety training held at the College of the Desert campus, District 1. [Total Cost - \$200,000; 100% Sheriff's Budget]

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Ratify and approve the Instructional Services Agreement for five years from October 1, 2021 to June 30, 2026 for the provision of Administration of Justice Career and Technical Education Programs with the Desert of Community College District and authorize the Chair to execute the Agreement on behalf of the County.

**ACTION:**Policy


  
Matthew Jimenez 1/14/2022

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**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt  
Nays: None  
Absent: None  
Date: January 25, 2022  
xc: Sheriff-Coroner-PA

Kecia R. Harper  
Clerk of the Board  
By:   
Deputy

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

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 40,000	\$ 40,000	\$ 200,000	\$ 0
<b>NET COUNTY COST</b>	\$ 40,000	\$ 40,000	\$ 200,000	\$ 0
<b>SOURCE OF FUNDS:</b> 100% Sheriff's Budget			<b>Budget Adjustment:</b>	No
			<b>For Fiscal Year:</b>	21/22 – 25/26

**C.E.O. RECOMMENDATION:** Approve

BR# 22-033

**BACKGROUND:**

**Summary**

The Sheriff's Department provides Advanced Officer Training (AOT) courses and in November 2019 the Board of Supervisors approved the contract with Desert Community College District (DCCD) to offer a full public safety curriculum and provide college credits to students enrolled in co-sponsored classes. These classes are held at the College of the Desert campus (COD) located in Palm Desert. Offering AOT courses at COD will help facilitate training for personnel located in the Coachella Valley region.

The Training and Education Bureau at the Ben Clark Training Center (BCTC) and the DCCD personnel have now approved the instructional service agreement under which DCCD will supervise and coordinate Administration of Justice and Technical Education programs. Per this agreement, DCCD is responsible for compliance with education requirements imposed by law and all academic matters, including the approval of course content, course curriculum, methods of instruction, testing and grading procedures. It also may set a maximum class size and course credit. The Sheriff's Department will recommend and approve qualified instructors that meet State training mandates. DCCD has agreed to pay the instructors, approved by the Sheriff's Department, the prevailing part-time faculty hourly rate.


**Impact on Citizens and Businesses**

The Sheriff's Department continues to provide viable and resourceful training for personnel for the overall safety and security of the citizens and businesses throughout the County of Riverside.

**Attachments:**

Instructional Service Agreement (4 Copies)

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



Juan C. Perez, Chief Operating Officer

1/20/2022



Gregory V. Priamos, Director County Counsel

1/12/2022



**INSTRUCTIONAL SERVICES AGREEMENT BETWEEN DESERT COMMUNITY COLLEGE DISTRICT AND RIVERSIDE COUNTY FOR ADMINISTRATION OF JUSTICE CAREER AND TECHNICAL EDUCATION PROGRAMS**

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, hereinafter "COUNTY", on behalf of the Riverside County Sheriff's Department, hereinafter "RSD", to provide academic and career and technical education services and training standards in the programs of Administration of Justice.

ARTICLE I. PARTIES

Desert Community College District  
Martha Garcia Ed.D., Superintendent/President  
College of the Desert  
43-500 Monterey Avenue  
Palm Desert, CA 92260

County of Riverside  
Chad Bianco, Sheriff-Coroner  
P.O. Box 512  
Riverside, CA 92502

ARTICLE 2. TERM OF CONTRACT

Section 2.01. This agreement shall be for five years, commencing October 1, 2021, and terminating June 30, 2026, unless terminated by either party in the manner set forth herein. This agreement supersedes all prior contracts between the parties.

Section 2.02. In the event the Parties intend to renew this agreement at the end of the term for a five-year period, 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, until a new agreement can be completed, approved and signed by the Parties. If DCCD should incur an increased cost from the current rate of the expired agreement to the new rate of the renewed agreement, then DCCD shall pay retroactively the differential cost between the current rate of the expired agreement and the increased rate of the renewed agreement.

ARTICLE 3. NON-CREDIT COURSES. CURRICULUM. INSTRUCTION

Section 3.01. The purpose of Article 3.0 is to facilitate the implementation and on-going operation of an Advanced Officer Training (AOT) program at DCCD that will enhance and develop the professional skills, abilities and knowledge of regional law enforcement officers.

Section 3.02. Article 3.0 is directed specifically toward not-for-credit courses facilitated at DCCD and does not affect the agreement for college credit courses.

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.

JAN 25 2022 3.54

Section 3.03. DCCD agrees to collaborate with RSD to provide facilities for training at College of the Desert-Public Safety Academy in accordance with the Desert Community College District approved fee schedule at the College of the Desert.

Section 3.04. RSD will provide DCCD, with all program administration including course announcements, registration, student fee collection, student roster, instructor evaluations and course certificates upon request.

Section 3.05. RSD will notify DCCD of scheduled courses within a minimum of 30 days prior to the course start date.

Section 3.06. DCCD and RSD agree that Article 3.0 of this agreement is subject to change by mutual consent of RSD and DCCD.

Section 3.07. DCCD and RSD agree that either Party may terminate Article 3.0 of this agreement at any time upon thirty (30) days advance written notice to the other Party.

ARTICLE 4. COLLEGE CREDIT COURSES, CURRICULUM, INSTRUCTION, CLASS SIZE

Section 4.01. RSD shall submit to DCCD 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.

Section 4.02. DCCD, in accordance with its curriculum procedures, will approve the course content, course curriculum, and methods of instruction. DCCD will provide orientation of faculty, instructor manuals, course outlines, curriculum materials, testing and grading procedures and any other services it provides to hourly instructors in the District.

Section 4.03. DCCD will determine minimum class sizes.

Section 4.04. The approved courses of instruction to be offered are listed on Attachment A. Additional courses from the DCCD Catalog may also be included on this list. Other DCCD approved courses may be added, deleted, or revised.

Section 4.05. RSD agrees to provide written notice to DCCD at least (90) calendar days prior to offering approved courses or programs, which shall include all relevant course information and proposed course outlines to meet the stated performance objectives or student learning outcomes.



## ARTICLE 5. SERVICES TO BE PERFORMED BY COUNTY

Section 5.01. Instruction by RSD shall include the development of appropriate lecture and practical application of materials; recommendation of college level instructors who meet minimum qualifications or equivalent; development and presentation of educational support lectures in conjunction with DCCD and under the supervision and control of a DCCD employee who has met the minimum qualifications for instruction in career and technical education in a California Community College.

### Course Scheduling College Credit Courses

Section 5.02. RSD shall provide DCCD with a schedule of all proposed activities related to the academic and career and technical education programs on or before February 15<sup>th</sup> of each year for the subsequent school year commencing July 1. The DCCD Curriculum Committee accepts for consideration new courses and programs between September and May for the following academic year.

Section 5.03. RSD and DCCD agree to consult and cooperate regarding scheduling of courses, any changes in curriculum, hours, units of credit, or other course changes, but the decision made by DCCD as to all academic matters and compliance with educational requirements imposed by law shall be final.

Section 5.04. RSD may develop a schedule of courses in accordance with DCCD's targeted number of course sections for the next academic term or academic year.

### Course Outlines

Section 5.05. RSD shall permit DCCD to have access to its existing current course outlines and other state approved course outlines.

Section 5.06. RSD shall ensure that all instructors, in collaboration with DCCD personnel, certify acknowledgment, in written form, from each instructor that DCCD has the right to control and direct the educational programs that are the subject of this agreement.

Section 5.07. RSD shall offer courses in accordance with DCCD's approved course outlines so that the stated student learning outcomes will be met.

Section 5.08. RSD shall submit proposals for new course outlines and revisions of approved course outlines following DCCD's curriculum development process, which shall be presented through the curriculum process.

Section 5.09. RSD shall permit DCCD staff to have complete access to all instructional activities.

Section 5.11. RSD will advertise, on its website, DCCD's classes.

#### Equipment Used

Section 5.11. Students will not be charged a fee for tangible and intangible instructional materials that are not retained by students.

Section 5.12. Per California Code of Regulations, Title 5, Sections 59400-59408, students will only be charged a fee for instructional materials that have continuing value to students outside of the classroom setting, such as textbooks, tools, equipment, clothing, and those materials which are necessary for a student's vocational training and employment.

#### Cooperation of RSD

Section 5.13. RSD shall ensure and verify that the instructional activities to be conducted are not fully funded from any other source or sources.

Section 5.14. RSD shall agree to comply with all reasonable requests of DCCD and to provide access to all documents related to the instructional programs necessary for the performance of DCCD's duties under this Agreement.

Section 5.15. RSD shall provide managerial oversight to coordinate instruction and to administer support for career and technical education programs held at the College of the Desert or mutually agreed upon designated location, including but not limited to: the Riverside County Sheriff's Department East County Training Center, 73-520 Fred Waring Drive, Palm Desert, CA 92260, Mecca-Thermal Campus 61-120 Buchanan Street, Thermal, CA 92274, and Lake Cahuilla Range, 58-075 Jefferson Avenue, La Quinta, CA 92253.

Section 5.16. RSD shall cooperate with DCCD to ensure that all personnel, equipment, and materials used in carrying out the responsibilities of RSD under this contract conform to State of California Education Code and Title 5 mandated standards governing instructional programs.

Section 5.17. RSD shall recommend instructors, in collaboration with DCCD personnel, and ensure that all instructional training will be conducted by individuals who meet the criteria established by the California Commission on Peace Officer Standards and Training, California Commission on Correctional Peace Officer Standards and Training and, the California Community College Board of Governors for community colleges career and technical educational instructors.

Section 5.18. DCCD shall notify, RSD of any increases or originating fees and give RSD the opportunity to address those increases or originating fees, which could affect RSD, in advance of approving such fees.



## ARTICLE 6. OBLIGATION OF DCCD

Section 6.01. DCCD agrees to process the completed enrollment applications described in Section 7.04 for the purpose of obtaining financial support from the State of California.

Section 6.02. DCCD shall provide current course outlines for each course making up the designated programs and shall keep its college catalog current regarding its designated programs.

Section 6.03. DCCD shall schedule all portions of designated academic and career and technical education programs approved by RSD to be part of the programmatic course of study offered by DCCD, approved by DCCD's Curriculum Committee, its Board of Trustees, and published in the current college catalog.

Section 6.04. DCCD has the direct responsibility to supervise the instruction of all instructors.

### Cooperation by DCCD

Section 6.05. DCCD shall offer academic and career and technical education courses and programs, approved by the Board of Trustees of the DCCD.

Section 6.06. DCCD shall ensure that scheduled courses and programs meet all appropriate Title 5 and State of California Education Code requirements.

Section 6.07. DCCD shall consult with RSD instructors and be available for consultation by RSD on any revision to existing DCCD courses or programs, the initiation of new courses, or other course changes to ensure and maintain the quality of educational services needed by RSD.

Section 6.08. DCCD will open enrollment in courses and programs to any person who has been admitted to the college and has met any applicable prerequisites, advisories, or limitations on enrollment. (Title 5, Sections 51006 and 58106.)

Section 6.09. DCCD will enroll students in a course or course sections during the period advertised for scheduled courses to be offered through the add date for RSD.

Section 6.10. DCCD will advertise its academic and career and technical education courses in the schedule of classes, post them online, and on its website, in accordance to DCCD methods of approved updates, and collaborate with RSD to advertise further scheduled courses and programs offered through DCCD.

Section 6.11. DCCD will collaborate with RSD to add sections of courses as the need exists by agreement between DCCD and RSD.

Section 6.12. RSD shall contract with DCCD for necessary classroom and training room space at the College of the Desert. Fees for the classroom space shall be in accordance with the Desert Community College District approved fee schedule at the College of the Desert.



Section 6.13. DCCD shall track enrollment fees of students at the College of the Desert.

Section 6.14. DCCD certifies that it does not receive full compensation for the direct costs of the course from any public or privacy agency, individual, or group.

### Limitations

Section 6.15. RSD shall not assign, sublet, mortgage, hypothecate or otherwise transfer in any manner any of its rights, duties, or obligations hereunder to any person or entity without first obtaining the written consent of DCCD.

Section 6.16. For purposes of Workers' Compensation, employees and instructors performing services under this Agreement are under the supervision of DCCD for instructional purposes only. This section conforms to the State of California Government Code of Regulations (hereinafter referred to as Title 5), Sections 58051.5 and 58058. DCCD is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that DCCD (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and DCCD shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that DCCD in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

## ARTICLE 7. OPERATIONAL ISSUES

### Student Registration and Enrollment

Section 7.01. DCCD agrees to process student applications and to enroll students in DCCD's courses and programs. A successful enrollment means that each student has completed an enrollment application provided by DCCD, the application has been delivered to and accepted by DCCD's registration office, and the applicant has met all requirements, including, if applicable, the standard college student liability and medical care coverage.

Section 7.02. A California resident is one who meets the criteria set forth by law. A non-resident for student registration is one who meets criteria set forth by law. (See C.E.C. 76140.5)

Section 7.03. DCCD shall provide the following student services functions in accordance with the DCCD's standards as disclosed in the DCCD's publications:

- a. Placement testing
- b. Advising
- c. Counseling
- d. Registration and enrollment of all students on DCCD approved registration forms
- e. Maintenance of student rosters
- f. Evaluation of student progress
- g. Record keeping

h. Withdrawal of students prior to course completion

Section 7.04. RSD will collect student fees, when appropriate. Participating agencies will only be charged current enrollment fees set forth by the State Legislature and other fees meeting the requirements set forth in the Student Fee Handbook by the California Community Colleges Chancellor's Office. Students who drop classes within the designated refund deadline are entitled to a refund of college enrollment fees.

Section 7.05. RSD and DCCD will mutually agree upon the number of instructors to instruct the course or course section(s), the ratio of students per instructor, and the subject area to be taught.

Section 7.06. DCCD reserves the right to cancel the offering of any course or course section(s) for college credit, which do not meet the approved curriculum or needed capacity of enrollment for DCCD to be compensated by the state for apportionment. Cancellation of a course or course section(s) must be made to RSD prior to the start date of the course and written notice of intent to cancel must be served to RSD. RSD cancellation(s) must be made to DCCD prior to the start date of the course and written notice of intent to cancel must be served to DCCD.

Hours During Which Services May Be Performed

Section 7.07. The parties shall mutually agree on the time the classes will be conducted, and these items will be set forth in the class schedule.

Section 7.08. Any change of the time or location of class(es) must be submitted in advance and approved by DCCD.

Method of Course Processing for Payment

Section 7.09. RSD shall provide the class roster and confirmation page of students' registration into DCCD's course to Student Services Technician.

Section 7.10. DCCD shall receive on the first day of class from the lead instructor a final student roster.

Section 7.11. DCCD shall set up sponsored billing for the course, add students' names to the sponsored bill, waive student service and health fees, when applicable, register students into course, email lead instructor a reminder to input grades and positive attendance, provide final headcount to RSD staff, email DCCD's Student Accounts information for invoice to be processed and sent to RSD for payment of student enrollment fees.

Section 7.12. RSD shall send payment to DCCD's Student Accounts Office.

Payment and Compensation

Section 7.13. DCCD shall calculate the total amount of enrollment fees based on the number of student credit units taken during the billing period and submit an invoice to RSD for payment of services, 30 days after the end of each quarter, at the address provided below in ARTICLE 11. RSD shall pay the invoice within 30 days from the date of the invoice. The first quarter shall begin on September 30, 2021.



Section 7.14. If the Dean of Public Safety Education and Training of DCCD disputes the invoice, then DCCD shall notify RSD at the Ben Clark Training Center, Accounting Unit, 16791 Davis Avenue, Riverside 92518, in writing within 60 calendar days of receipt of invoice. The dispute should include the following information:

- COUNTY invoice number
- Number of hours and or students disputed
- Date of service
- Reason of dispute or requested amount
- The total amount of credit requested

The invoice will not be paid until any dispute with regard to said invoice is settled.

Either party may request resolution of the invoice disputes by bringing them to the attention of the President of College of the Desert (or Chancellor of DCCD), or the COUNTY Sheriff-Coroner for joint resolution. If an agreement cannot be reached through the application of high-level management attention, either party may assert its other rights and remedies within this contract or within a court of competent jurisdiction.

Section 7.15. DCCD shall calculate the total amount for classroom fees. When calculating room fees, if RSD requests a small classroom at the time of initial reservation, but one is not available, RSD shall be charged the room rate of the smaller classroom. Fees for the use of classroom space shall be in accordance with the Desert Community College District approved fee schedule at the College of the Desert.

Section 7.16. DCCD shall notify RSD of any increases in fees or originating fees and give RSD the opportunity to address those increases or originating fees, which could affect RSD, in advance of approving such fees.

Section 7.17. DCCD shall bill RSD for classroom fees quarterly. This invoice will be billed separately.

Section 7.18. RSD shall pay for student certificates and other materials needed for instruction. RSD will have the ability to charge students, when appropriate, for those fees allowable under the Student Fee Handbook as set forth by the California Community Colleges Chancellor's Office. Fees charged to the student will be listed in the College Schedule of Classes.

Section 7.19. DCCD and RSD shall approve all enrollment and student fees charged to students for college credit courses.

Section 7.20. If RSD chooses to add additional qualified instructors, then RSD will compensate the additional qualified instructors. These instructors shall meet the minimum qualification requirements of DCCD.

## ARTICLE 8. LIABILITY/INDEMNITY

Section 8.01. The Parties, their officers, agents, and employees, shall not be deemed to have any liability for the negligence, or any other act or omission of the other Party or any of the other Party's officers or employees, or for any dangerous or defective condition of any work or property of the other Party.

Section 8.02(a). DCCD shall indemnify and hold COUNTY, its 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, COUNTY, its officers, agents, employees and independent contractors, in any legal action or claim of any kind based upon such conditions of work or property, or alleged acts of omissions.

Section 8.02(b). COUNTY shall indemnify and hold DCCD, its Trustees, officers, agents, employees and independent contractors, free and harmless from any claim or liability whatsoever, based or asserted upon any act or omission of COUNTY, 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 COUNTY shall defend, at its expense including attorney fees, DCCD, its Trustees, officers, agents, employees and independent contractors, in any legal action or claim of any kind based upon such alleged acts or omissions.

#### ARTICLE 9. TERMINATION OF AGREEMENT

Section 9.01. Either Party may terminate this Agreement, without cause, with ninety (90) days written notice. Any courses that are fully enrolled, or are in progress, shall be completed as provided for in this Agreement.

#### ARTICLE 10. DISPUTES

Section 10.01. Any dispute concerning a question of fact arising under the terms of this agreement, which is not disposed within a reasonable period of time (ten days) by the Parties normally responsible for the administration of this contract shall be brought to the attention of the chief administrative officer (or designated representative) of each organization for joint resolution.

Section 10.02. In the event a joint resolution cannot be reached between the Parties and litigation or arbitration ensues between the Parties to enforce any of the provisions of this agreement or any right of either Party to this agreement, the unsuccessful Party to such litigation or arbitration agrees to pay to the successful Party all costs and expenses, including reasonable attorney's fees, incurred therein by the successful Party, all of which shall be included in and as part of the judgment rendered in such litigation or arbitration.



GENERAL PROVISIONS

ARTICLE 11. NOTICES

Section 11.01. 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  
Martha Garcia, Ed.D., Superintendent/President  
College of the Desert  
43-500 Monterey Avenue  
Palm Desert, CA 92260

Riverside County Sheriff's  
Department  
Chad Bianco, Sheriff-Coroner  
P.O. Box 512  
Riverside, CA 92502

ARTICLE 12. AUDIT

Section 12.1 The Parties agree that their accountants/auditors, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy records and supporting documentation pertaining to the performance of this Agreement. The Parties agree to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. The Parties agree to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Parties agree to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7 Pub. Contract Code §10115 et CCR Title 2, Section 1896).

ARTICLE 13. COUNTY'S REPRESENTATIVE

Section 13.1 COUNTY hereby appoints the Sheriff, or designees at Ben Clark Training Center, as its authorized representative to administer this agreement.

ARTICLE 14. DCCD's REPRESENTATIVE

Section 14.1 DCCD hereby appoints the Dean of Public Safety Education and Training at College of the Desert, as its authorized representative to administer this agreement.

ARTICLE 15. NON-DISCRIMINATION

Section 15.1 During the performance of this Agreement, DCCD and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. DCCD and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. DCCD and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. DCCD and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

ARTICLE 16. PARTIAL INVALIDITY

Section 16.1. 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.

ARTICLE 17. ALTERATION OF TERMS

Section 17.1. 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.

ARTICLE 18. GOVERNING LAW

Section 18.1 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.



ARTICLE 19. ENTIRE AGREEMENT

Section 19.1. 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.

Section 19.2. The duly authorized representatives of the Parties have signed in confirmation of this Agreement as of the dates indicated below.

DESERT COMMUNITY COLLEGE  
DISTRICT

RIVERSIDE COUNTY

By: \_\_\_\_\_

Martha Garcia, Ed.D., Superintendent/President

Date: \_\_\_\_\_

By:  \_\_\_\_\_

Jeff Hewitt, Chair  
Riverside County Board of Supervisors

Date: JAN 25 2022

RIVERSIDE COUNTY SHERIFF DEPARTMENT

By: \_\_\_\_\_

Chad Bianco, Sheriff-Coroner

Date: \_\_\_\_\_

ATTEST:

KECIA R. HARPER, Clerk

By:  \_\_\_\_\_  
DEPUTY

.....  
FORM APPROVED COUNTY COUNSEL  
BY  \_\_\_\_\_  
KRISTINE BELL-VALDEZ DATE

