

AGREEMENT BETWEEN SISKIYOU COUNTY SHERIFF'S OFFICE AND  
SISKIYOU JOINT COMMUNITY COLLEGE DISTRICT

This Agreement is entered into by and between the County of Siskiyou, hereinafter referred to as "COUNTY," the Siskiyou County Sheriff's Office, hereinafter referred to as "SHERIFF," and the Siskiyou Joint Community College District, hereinafter referred to as "DISTRICT." The parties mutually agree as follows:

I. PURPOSE:

- A. The parties intend that the DISTRICT will offer instruction in Administration of Justice ("ADJ") education that meets state community college standards for degree-applicable credit courses and that provides standardized and certified training for existing and potential SHERIFF peace officers and other DISTRICT students who are eligible to enroll in such courses.
- B. In furtherance of this purpose, the DISTRICT will offer Level I, II and III Peace Officer Standards and Training (POST) certified Academy modules for potential SHERIFF peace officers and other DISTRICT students who meet the enrollment standards for POST training.
- C. In furtherance of this purpose, the DISTRICT will offer contract education in Officer Training for current SHERIFF peace officers and other Law Enforcement agency personnel to meet the ongoing training needs for local and regional law enforcement officers.
- D. In furtherance of this purpose, the SHERIFF will assign qualified personnel to meet the state-mandated functions of Academy Director. ("Director"), which is defined by POST as an individual responsible for the management of an academy which requires instructional planning, organization of training resources, selection and motivation of training personnel, and control and discipline of the training environment.
- E. In furtherance of this purpose, the parties shall provide appropriate equipment and facilities in support of the instructional programs described in this Agreement.

II. TERM OF AGREEMENT:

**This Agreement shall commence on July 1, 2021, and shall terminate on June 30, 2022, unless terminated earlier as provided herein.**

III. SHERIFF's Personnel Responsibilities:

- A. The Director assigned by the SHERIFF shall provide administrative special services and advice by assisting in instructional planning to ensure that DISTRICT ADJ courses provided by the DISTRICT meet any applicable state-mandated POST instructional requirements. Such assistance shall include but not be limited to sharing his/her expertise and experience related to course material included in the DISTRICT's ADJ degree program, Law

Enforcement Academy, POST mobile law enforcement simulator education course planning, and in offering a robust and relevant contract education Officer Training program for the region. The Director shall meet minimum qualifications for instructor's employment with the DISTRICT and qualifications consistent with those required for teaching ADJ courses. The Director responsibilities are set out in Attachment A hereto.

- B. The SHERIFF shall ensure that the assigned Director understands all the requirements of this Agreement; including the Director's status as an employee of the SHERIFF and that the Director is not an employee of the DISTRICT. The SHERIFF shall ensure that the Director fully complies with all the obligations set forth in Attachment A. While the Director is not an employee of the DISTRICT, the Director shall report to, and comply with, the expectations of the DISTRICT regarding the DISTRICT's POST Academy and contract education Officer Training program.
- C. Replacement of Director. The SHERIFF shall replace the Director if the assigned Director ceases to perform under this Agreement for any reason, including authorized leaves that permit or require his/her absence from the SHERIFF's office. Performance shall be determined to have ceased if the Director fails to provide agreed-upon services within any 10 days when the District is in session during the term of the Agreement or within 5 days of any deadline established under this Agreement.
  - 1. The SHERIFF shall replace the Director immediately if the assigned Director leaves the SHERIFF's employment.
  - 2. The DISTRICT's obligations for payment to the SHERIFF under this agreement shall be waived during all periods that a Director is not performing as defined by this paragraph or has not been assigned as Director by the SHERIFF.
- D. COUNTY and SHERIFF certify that they do not and will not receive funding from any source other than the DISTRICT for DISTRICT courses covered by this Agreement.

IV. DISTRICT Educational and Personnel Responsibilities:

- A. The DISTRICT is responsible for the educational programs for which it grants credit and/or reports for apportionment. The DISTRICT shall review and evaluate instruction to ensure that conduct of courses offered under this Agreement meet the standards of the DISTRICT's regular programs.
  - 1. The DISTRICT shall ensure that courses provided under this Agreement as credit or noncredit courses meet state standards for apportionment, that such courses meet course standards as defined by Title 5, section 55002 of the California Code of Regulations, and that all DISTRICT ADJ courses have been approved by the DISTRICT's curriculum committee and Board

of Trustees. The DISTRICT shall ensure that any degree or certificate program has been approved by the State Chancellor's Office for the California Community Colleges and courses that make up any such programs are part of the approved programs, or the DISTRICT has received delegated authority to separately approve those courses locally.

- B. The DISTRICT will work in cooperation with POST to implement and maintain the Training Manager Assessment System (TMAS) required for electronic, computerized test grading and transmittal.
- C. The DISTRICT shall make a concerted and good faith effort to provide facilities, grounds, and janitorial, clerical, marketing and equipment maintenance services for the POST Academy located on the Weed Campus to meet POST Academy standards.<sup>1</sup> The parties acknowledge that the DISTRICT's resources are subject to varying DISTRICT demands.
- D. DISTRICT certifies that it does not and will not receive full compensation for the direct costs of ADJ courses covered by this Agreement and claimed for apportionment from any public or private agency, individual or group.
- E. DISTRICT will provide ancillary and support services for ADJ students in courses covered by this Agreement, including counseling and guidance, placement assistance, and tutoring.

V. Mutual Responsibilities:

- A. DISTRICT certifies and SHERIFF ensures that ADJ courses claimed for apportionment are held in facilities clearly identified as open to the public and that enrollment in all such courses are open to any person who has been admitted to the DISTRICT and has met any applicable prerequisites.
- B. Both parties agree to contact the other parties at the earliest opportunity in the event any personnel, logistics, fiscal, or other program issues arise. In the event the Director is not available, SHERIFF's Administrative Captain or SHERIFF shall be contacted for resolution. For the DISTRICT, if the Dean of Career and Technical Education is not available, the Vice President of Academic Affairs or DISTRICT President shall be contacted for resolution.

VI. Equipment and Facilities:

- A. The DISTRICT shall provide the following:
  - 1. The DISTRICT shall supply a POST driving simulator and a force options simulator (funded through contract education with POST) to train Advanced Officer Training students in mandated perishable skills as required by state

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<sup>1</sup> Commission on POST Standards Basic Course Certification Review (BCCR) Guide. California Commission on Peace Officer Standards and Training, 01/16.

- law. The DISTRICT shall maintain and store the simulators, and provide gasoline for simulators. **Vehicle mileage will be billed quarterly at IRS rate, not to exceed \$3,600 per year.**
2. The DISTRICT shall supply and maintain sufficient patrol vehicles, weapons, and other training equipment and materials to support the ADJ courses.
  3. DISTRICT courses shall be scheduled at the DISTRICT's Weed or Yreka Campuses as supplemented by authorized field trip sites.

B. SHERIFF shall provide the following:

1. The SHERIFF shall provide a vehicle suitable for towing/transporting the driving simulator and force options simulator to DISTRICT courses, and shall provide a driver for such vehicles. Mileage for towing to be reimbursed by the DISTRICT pursuant to Paragraph VI.A.1.
2. The SHERIFF shall advise the DISTRICT of any simulator use needs as soon as such needs come to the attention of SHERIFF.
3. The SHERIFF shall be responsible for storing, maintaining, and securing firearms/ammunition and equipment.
4. The SHERIFF shall provide and maintain training locations to include:
  - a. POST certified Siskiyou County Firearms Range
  - b. Siskiyou County Airport
5. The SHERIFF will provide additional instructional equipment as needed.

VII. Compensation:

- A. The DISTRICT shall reimburse the SHERIFF at the rate of pay per month for the professional services and advice and any instructional services provided by the Director assigned by the SHERIFF. This reimbursement is the total amount payable from DISTRICT to SHERIFF for the Director responsibilities described herein. DISTRICT payment shall be waived as provided in paragraph III.C.2. Total Director salary compensation and mileage reimbursement to the SHERIFF's office shall not exceed **\$120,000.00** during the term of this Agreement.

VIII. Termination of Agreement:

Either party may terminate this Agreement at the end of any enrollment period by giving the other party thirty (30) days written notice of such termination. Notwithstanding the foregoing, this Agreement may be terminated at any time upon mutual agreement of the parties. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. Termination of the Agreement may be effectuated by the SHERIFF without the need for action, approval, or ratification of the County Administrator or the County Board of Supervisors. Termination of the Agreement may also be effectuated by the DISTRICT's Superintendent/President without the need for action, approval, or ratification of the DISTRICT's Board of Trustees.

IX. Entire Agreement:

This Agreement supersedes all previous Agreements and constitutes the entire understanding of the parties hereto. Neither party shall be entitled to any benefits other than those specified herein. No changes, amendments, or alterations shall be effective unless in writing and signed by both parties.

X. Non-Assignment of Agreement:

No interest herein may be assigned, transferred, or delegated without the other party's prior written consent and any such assignment, transfer, or delegation without prior written approval shall, in the discretion of the non-assigning party, be considered null and void.

XI. Covenant:

This Agreement has been executed and delivered in the State of California, and the validity, enforceability, and interpretation of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California.

XII. Relationship of Parties:

The parties shall, during the entire term of this Agreement, be construed as independent contractors, and nothing in this Agreement is intended nor shall be construed to create an employer-employee relationship between the parties or between DISTRICT and any SHERIFF's employee assigned pursuant to paragraph III, nor a joint venture relationship, or to allow either party to exercise discretion or control over the professional manner in which the other party performs the services, which are the subject matter of this Agreement, provided, however, that the services to be provided shall be provided in a manner consistent with all applicable standards, laws and regulations governing such services. Both parties understand and agree that their personnel are not, and will not be, eligible for membership in, or any benefits from, the other party's group plan for hospital, surgical or medical insurance, or for membership in any retirement program, or for paid vacation, paid sick leave, or other leave, with or without pay, or for any other benefits which accrues to an employee of the party.

XIII. Indemnification:

Each party shall defend, indemnify, and save harmless the other party, its officers, agents, and employees, from and against any and all claims, demands, damages, costs, expenses, judgments or liability arising out of its performance or failure to comply with any of its obligations under this Agreement, including but not limited to, any negligent act or omission on the part of the indemnifying party or its agents or employees or other independent contractors directly responsible to it; except those claims resulting solely from the negligent or willful misconduct of the other party.

XIV. Nondiscrimination:

Neither party shall discriminate against any person, in any aspect of service under this agreement, in whole or in part on the basis of ethnic group identification, national origin, religion, age, sex or gender, gender identity, gender expression, race, color, ancestry, sexual orientation, genetic information, or physical or mental disability, or on the basis of these perceived characteristics, or based on association with a person or group with one or more of these actual or perceived characteristics.

XV. Conflict Resolution:

Any questions or conflicts between the operation or policies of the DISTRICT and the SHERIFF shall be determined and resolved jointly by a representative from the SHERIFF who shall not be the person assigned as Director hereunder and the DISTRICT's Superintendent/President or his designee. Nothing herein is intended to limit any legal or equitable remedies that may be available to the parties.

XVI. Records:

DISTRICT shall keep complete and accurate records for the services performed pursuant to this Agreement in conformance with applicable law, and shall make non-confidential records available to COUNTY upon request.

XVII. Notice:

Any notices required to be given pursuant to the terms and provisions herein shall be in writing and shall be personally delivered or sent by registered or certified mail, postage prepaid, return receipt requested to:

County: Siskiyou County Sheriff  
305 Butte Street  
Yreka, CA 96097

District: Superintendent/President  
Siskiyou Joint Community College District  
800 College Avenue  
Weed, CA 96094

IN WITNESS WHEREOF, County and Contractor have executed this agreement on the dates set forth below, each signatory represents that he/she has the authority to execute this agreement and to bind the Party on whose behalf his/her execution is made.

COUNTY OF SISKIYOU

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

\_\_\_\_\_  
Ray Haupt, CHAIR  
Board of Supervisors  
County of Siskiyou  
State of California

ATTEST:  
LAURA BYNUM  
Clerk, Board of Supervisors

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

CONTRACTOR: SISKIYOU  
JOINTCOMMUNITY COLLEGE  
DISTRICT

Date: 10/29/2021  
\_\_\_\_\_

DocuSigned by:  
*Char Perlas*  
72E470E387A04FA...  
Char Perlas, PhD  
Interim Superintendent/President

Date: 11/4/2021  
\_\_\_\_\_

DocuSigned by:  
*Darlene Melby*  
B5FE3BE9E5664C8  
DARLENE MELBY, Vice President of  
Administrative Services

License No.: \_\_\_\_\_  
(Licensed in accordance with an act providing for the registration of contractors)

Note to Contractor: For corporations, the contract must be signed by two officers. The first signature must be that of the chairman of the board, president or vice-president; the second signature must be that of the secretary, assistant secretary, chief financial officer or assistant treasurer. (Civ. Code, Sec. 1189 & 1190 and Corps. Code, Sec. 313.)

TAXPAYER I.D. \_\_\_\_\_

ACCOUNTING:

Fund	Organization	Account	Activity Code (if applicable)	Amount
1002	202010	552600		\$120,000.00

Encumbrance number (if applicable):

If not to exceed, include amount not to exceed: **\$120,000.00 (ONE HUNDRED AND TWENTY THOUSAND AND NO CENTS)**

If needed for multi-year contracts, please include separate sheet with financial information for each fiscal year.

## ATTACHMENT A: Director Responsibilities

- A. The Director assigned by the SHERIFF shall provide special services and advice in POST curriculum instructional planning while assuring compliance with DISTRICT and Title 5 requirements.
- B. The Director will plan, organize, direct, and manage the programs and operations of the DISTRICT'S police academy and training program. The Director will identify new programs and in-service training for local agencies and perform administrative support duties related to the operation of the Police Academy.
- C. It is expected that the Director will be on DISTRICT property and be available to DISTRICT administration at least 10 hours per week from July 1, 2021, to June 30, 2022, unless attending to DISTRICT approved training sessions, conferences, or DISTRICT related meetings.
- D. Director Duties:
  - 1. Plan, organize, direct, and provide leadership for the programs, projects and activities of the Level I, II, and III POST Academy courses to create effective learning environments for students
  - 2. Work closely with DISTRICT Student Services to develop support programs for students enrolled in the POST Academy
  - 3. Oversee and administer the Physical Agility Testing and preparedness; and ensure the submission of all testing materials and scores to the California Commission on Peace Officer Standards and Training.
  - 4. Participate in the selection, assignment, training, supervision, and evaluation of assigned staff; supervise assigned personnel in accordance with DISTRICT policy; provide and coordinate training for staff.
  - 5. Provide leadership for program development, implementation, evaluation and revision of the curriculum.
  - 6. Administer external accreditations and assure regulatory compliance with the California Commission on Peace Officer Standards and Training.
  - 7. Maintain current knowledge of new developments and innovations in Police Academy Programs; recommend changes to maintain relevance and meet student and community needs; conduct instructional needs assessments as appropriate.
  - 8. Ensure all programs, services and functions comply with federal, state and local codes, legal mandates, contracts, rules, regulations, and ordinances, required procedures of POST and other regulatory agencies, and DISTRICT policies and procedures.



9. Consult with public safety executives, DISTRICT and community leaders to analyze, formulate, plan, and evaluate, the broad training and educational goals of the police academy in order to effectively meet the training and educational needs of regional law enforcement agencies and the public safety community.
  10. The Director will expand and implement contract education Officer Training for public agencies, continuing professional education for public safety professionals.
  11. Coordinate with local law enforcement agencies and comply with all instructional, employee and safety requirements of the college.
  12. Prepare all necessary internal and external reports, obtain supplies, materials, and equipment; develop, implement and adhere to the Police Academy budgets and manage all financial resources consistent with DISTRICT policy and sound financial management principles, including approval of expenditures.
  13. Notify DISTRICT of any curriculum updates made necessary by changes to state-mandated instructional requirements and prepare a listing of resources necessary for any new or revised program/course.
  14. Assist the DISTRICT in establishing ADJ course schedules, approvals, and evaluations in accordance with timelines set by the DISTRICT and on an on-going basis, notify DISTRICT of any recommended or required instructional cycle, approvals, or schedule changes.
  15. On an on-going basis, work with DISTRICT personnel to ensure that ADJ curriculum meets DISTRICT and Title 5 standards for degree-applicable courses, including student learning outcomes, curriculum review and approvals, and curriculum design schedules.
  16. Upon the request of the DISTRICT, ensure that any new ADJ courses are proposed in accordance with DISTRICT's "new programs" process, and that any contract education proposals made on behalf of the SHERIFF are made on a timely basis and have full SHERIFF's approval.
  17. The Director is responsible for any necessary communication with POST regarding courses offered pursuant to this Agreement, and is responsible for monitoring such courses for compliance with POST standards and/or regulations. The Director shall immediately notify the DISTRICT of any lapse in compliance with such standards and/or regulations.
- E. The Director assigned by the SHERIFF shall provide advice and planning regarding the training resources necessary for ADJ program offerings and contract education provided by the DISTRICT to the SHERIFF. The Director shall:
1. By DISTRICT targeted deadlines, prepare a report for the DISTRICT which assesses whether the ADJ program maximizes resources available for its operations, effectively manages available resources, and propose budgetary

revisions for the ADJ program and/or contract education programs for the SHERIFF.

2. By DISTRICT targeted deadlines, prepare and submit to the DISTRICT a proposal for new funding sources for the DISTRICT's ADJ program (e.g., grants, gifts, and fundraising proposals).
  3. Per DISTRICT targeted deadlines, prepare and submit a strategic facilities plan for ADJ courses for DISTRICT consideration.
  4. On an ongoing basis, ensure that any POST required resources are available for the ADJ program and notify DISTRICT immediately of any lapse of required resources.
  5. Contact agencies proximate to DISTRICT which employ peace officers and which might benefit from ADJ instruction and submit a report to the DISTRICT and SHERIFF regarding such potential needs.
- F. The Director assigned by the SHERIFF shall provide expert advice to the DISTRICT in the selection and motivation of personnel assigned to teach ADJ courses as well as the hiring and training of an academy coordinator and academy director. The Director shall:
1. Ensure that all instructors of POST-certified courses meet any applicable POST and Title 5 standards for instructors.
  2. Serve as requested by DISTRICT as ex-officio, nonvoting member of any screening committee established by DISTRICT to select instructors for ADJ courses if permitted by DISTRICT faculty hiring process.
- G. The Director assigned by the SHERIFF shall provide expert advice in the control and discipline of the training environment. The Director shall:
1. On an on-going basis, or more often if indicated, visit the training environment for each ADJ course and ensure that facilities and equipment meet any applicable standards for discipline and safety.
  2. On an on-going basis, report immediately to the DISTRICT any departure from POST standards observed by or made known to Director.
  3. On a weekly basis while ADJ courses are occurring, or as otherwise agreed to between the Director and the District, provide updates on any program developments.
  4. The Director shall be responsible for the control and supervision of the training environment. The Director acts as the safety officer for students and instructors during Academy levels I, II and III.