

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 From July 1st, 2023 through June 30th, 2025, the SHERIFF will assign qualified personnel to meet the state-mandated functions of Academy Coordinator. ("Coordinator"), which is defined by POST as an individual responsible for the coordination of the instruction and management of the Regular Basic Course instructional system.
- 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, 2023, and shall terminate on June 30, 2025, unless terminated earlier as provided herein.

III. SHERIFF's Personnel Responsibilities:

- A. The COORDINATOR assigned by the SHERIFF shall meet minimum qualifications for instructor's employment with the DISTRICT and qualifications consistent with those required for teaching ADJ courses. The Coordinator responsibilities are set out in Attachment A hereto.
- B. The SHERIFF shall ensure that the assigned Coordinator understands all the requirements of this Agreement; including the Coordinator's status as an employee of the SHERIFF and that the Coordinator is not an employee of the DISTRICT. The SHERIFF shall ensure that the Coordinator fully complies with all the obligations set forth in Attachment A. While the Coordinator is not an employee of the DISTRICT, the Coordinator 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 Coordinator. The SHERIFF shall replace the Coordinator if the assigned Coordinator 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 Coordinator 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 Coordinator immediately if the assigned Coordinator 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 Coordinator is not performing as defined by this paragraph or has not been assigned as Coordinator by the SHERIFF.
- D. Instructional Duties. The Coordinator will be responsible, as part of this contract, to perform the following instruction related duties, estimated to be 112 hours during the term on this contract.
The Coordinator will be responsible for ensuring that POST Scenario Testing Management is conducted in accordance with the POST Scenario Testing Management Manual.

Scenario management encompasses a blending of the multiple skill disciplines taught in each basic academy. More importantly, it is the preparation and presentation of a test that accurately measures a student's skill and judgment. As a test, it must have validity, fairness, and objectivity in its presentation and evaluation process.

Per P.O.S.T Regulation 1059, Scenario Manager responsibilities shall include:

Hourly Time Estimation per year (2 sessions) including 2023 modification

1. Performing Role Player and Evaluator selection, training, and scheduling (12 hours);
 2. Supervising scenario demonstration, and testing (26 hours Demo – 40 hours Testing);
 3. Providing scenario briefings, logistics, protocols (16 hours);
 4. Ensuring the security of scenario test events and documents (16 hours); and
 5. Designating the safety officer(s) (2 hours).
- E. 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.¹ 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.

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

- 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 to train Advanced Officer Training students in mandated perishable skills as required by state law. The DISTRICT shall maintain and store the simulators, and provide gasoline for simulators.
 - 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 advise the DISTRICT of any simulator use needs as soon as such needs come to the attention of SHERIFF.
 - 2. The SHERIFF shall be responsible for storing, maintaining, and securing firearms/ammunition and equipment.
 - 3. The SHERIFF shall provide and maintain training locations to include:
 - a. POST certified Siskiyou County Firearms Range
 - b. Siskiyou County Airport
 - 4. 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 Coordinator assigned by the SHERIFF. This reimbursement is the total amount payable from DISTRICT to SHERIFF for the Coordinator

responsibilities described herein. DISTRICT payment shall be waived as provided in paragraph III.C.2. Total Coordinator salary compensation reimbursement per fiscal year to the SHERIFF's office shall not exceed **\$120,000.00**, and shall not exceed **\$240,000.00** during the term of this Agreement. Any additional agreed upon reimbursements or related expenses shall be outlined in a separate 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 Coordinator 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: _____

Ed Valenzuela, CHAIR
Board of Supervisors
County of Siskiyou
State of California

ATTEST:
LAURA BYNUM
Clerk, Board of Supervisors

By: _____
Deputy

CONTRACTOR: SISKIYOU
JOINT COMMUNITY COLLEGE
DISTRICT

Date: 9/6/2023

DocuSigned by:
Char Perlas
72E479E387A04FA...
Char Perlas, PhD
Superintendent/President

Date: 9/5/2023

DocuSigned by:
Christina Van Alfen
3ACAA1CC88D1467...
Christina Van Alfen, Interim 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. (on file)

ACCOUNTING:

<u>FY</u>	<u>FUND</u>	<u>ORG</u>	<u>ACCT</u>	<u>ACT</u>	<u>AMOUNT</u>
23/24	1002	202010	552600		\$120,000.00
24/25	1002	202010	552600		\$120,000.00

Encumbrance number (if applicable):

If not to exceed, include amount not to exceed: **\$240,000.00 (TWO HUNDRED FORTY THOUSAND AND NO CENTS)**

ATTACHMENT A: Coordinator Responsibilities

- A. The Coordinator assigned by the SHERIFF whose qualifications, based upon knowledge, experience, and training, shall include a demonstrated ability to coordinate the instruction and management of the Regular Basic Course instructional system and shall have sworn, full-time, first-level supervisory experience.

- B. Regular Basic Course instructional system coordination responsibilities shall include:
 - 1. Developing sequenced instructional schedules; manage Recruit Training Officers (RTO)s; develop instructional and duty schedules; confirm instructors and adjust the instructional schedule as needed; coordinate instructional lesson plans for the Peace Officer Standards and Training (POST) approval; assist in the development and coordination of Advanced Officer Training program within the County.

 - 2. Overseeing and evaluating instructional, technological, testing, and remedial training; including management and supervision of the day-to-day operations of the Law Enforcement Academy, including training days at off-site location; assist in complying with legal mandates, contract provisions and required procedures of POST and other regulatory agencies; enforce Academy policies, including safety policies, are adhered to both on campus and off-campus locations; manage written and scenario testing; maintain POST test item security; ensure training vehicles, weaponry and other inventory are properly maintained;

 - 3. Participating in the hiring process of instructor(s), training officer(s) and staff, and making recommendations for their selection and assignment; and evaluating instructor's(s') and training officer's(s') performance;

 - 4. Delivering course curriculum in accordance with the Training and Testing Specifications; assist in evaluating student performance and assist with the maintenance of records of student progress; assist the Director in reviewing and evaluating curriculum, including testing and instructional methods; assist in the analysis, formulation and planning of departmental operations; and

 - 5. In the absence of the director or when designated, supervising academy operations for certification compliance when instruction is being conducted.