

MEMORANDUM OF UNDERSTANDING REGARDING INSTRUCTIONAL SERVICES

BETWEEN

THE KERN COMMUNITY COLLEGE DISTRICT AND THE KERN COUNTY SHERIFF'S OFFICE

(Law Enforcement Training)

This Memorandum of Understanding ("**MOU**") is between the Kern Community College District and its respective colleges ("**KCCD**"), and the Kern County Sheriff's Office ("**KCSO**"). For identification purposes only this MOU is dated April 8, 2015. KCSO and KCCD are referred to individually as a "**Party**" and collectively as the "**Parties.**"

RECITALS

WHEREAS, KCCD is a multi-college District whose mission is to provide educational programs and services that are responsive to the needs of the students and communities within the District including law enforcement programs and courses;

WHEREAS, KCSO is a law enforcement agency dedicated to the delivery of quality law enforcement services in Kern County, improving community safety and partnering with other entities to promote crime prevention and intervention, including training law enforcement personnel;

WHEREAS, the Parties desire to collaborate and provide both college credit and non-college credit educational and training programs, stand-alone courses and in-service training ("**Programs/Courses**"). The Programs/Courses may include, but are not limited to, the law enforcement recruit training academy, other programs and stand-alone courses as may be determined by mutual agreement;

WHEREAS, the training and instruction will comply with the student selection standards, curriculum guidelines, training guidelines, recommendations and procedures promulgated by the Legislature and the Commission on Peace Officer Standards and Training ("**P.O.S.T.**") as set forth in the most current version of Sections 13500, et seq., of the Penal Code; Sections 1020, et seq., of the Government Code; Title 11 Division 2 of the Code of Regulations, and in the P.O.S.T. Administration Manual, hereinafter collectively referred to as "**P.A.M.**;"

WHEREAS, the Parties desire to enter into a MOU, which sets forth their mutual rights and responsibilities and governs their business relationship regarding the subject Programs/Courses;

WHEREAS, this MOU contemplates that the Parties will enter into a related instructional service agreement ("**ISA**") for the individual subject Programs/Courses, that each ISA will fully incorporate and/or expressly modify the terms of this MOU, and that each ISA will set out the necessary details specific to the subject Programs/ Courses;

WHEREAS, the Parties intend for KCCD to report full-time equivalent students ("**FTES**") data and obtain state apportionment for the subject Programs/Courses given through this MOU in accordance with California Code of Regulations, title 5, sections 58050, 58051, and 58051.5;

WHEREAS, KCSO intends to help fund the cost of the subject Programs/Courses by providing personnel, services and equipment subject to partial reimbursement by the KCCD;

WHEREAS, all classes will be located within KCCD's district boundaries.

NOW, THEREFORE, the Parties mutually agree as follows:

TERMS

1. **Recitals**. The above recitals are incorporated herein and made a part of this MOU.
2. **Effective Date and Duration**. This MOU shall be effective on the date authorized representatives of both Parties sign it and continue in effect until April 8, 2020, or until duly modified or terminated by the Parties.
3. **Early Termination**. This MOU may be terminated by either Party with cause if another Party fails to comply with the insurance or indemnification requirements or otherwise commits a material breach. Termination will be effective no sooner than fifteen (15) calendar days after a written demand to cure is provided and the Party fails to cure. This remedy is in addition to any other remedy which may be provided for by law.

This MOU may be terminated without cause and for any reason by any Party. The Party desiring early termination without cause must provide written notice to the other Parties. Termination will be effective no sooner than sixty (60) calendar days after actual receipt of the written notice. The Parties agree to consider the need of currently enrolled students when determining a termination date.

The indemnification provisions contained in this MOU shall survive termination.

4. **Instructional Service Agreements**. The terms of this MOU are deemed to be part of and fully incorporated into any and all presently existing or future ISAs pertaining to the Programs/Courses unless expressly modified by a related ISA. Related ISAs will typically address the time, date, location, number of educational hours, college credits offered, number of students, and other specifics related to each Program/Course. The terms of this MOU may be modified by individual ISAs as necessary. Any inconsistency between the MOU and an express provision of an ISA will be resolved in favor of this MOU. However, if the MOU expressly permits a modification by an ISA, the inconsistency shall be resolved in favor of the ISA.

5. **Certifications for State Apportionment Purposes Applicable to All Programs/Courses Conducted in a Cooperative Arrangement with a Public Agency.**

A. The KCSO certifies that the direct education costs of the activity are not being fully funded through other sources Title 5 California Code of Regulations § 58051(b)).

B. The KCSO certifies that it has not received from other sources, full compensation for the direct education costs for the conduct of the class. (Title 5 California Code of Regulations § 58051(a) (2)

C. The KCCD certifies that a job market survey has been conducted prior to establishing the Programs/Courses and the results justify the particular Programs/Courses. (Education Code §

78015).

D. Both KCCD and KCSO certify that either (i) the Programs/Courses have been approved by the State Chancellor's Office and the courses which make up a particular program are part of the approved program; or (ii) the KCCD has received delegated authority to separately approve the subject courses locally. (California Community Colleges Chancellor's Office Legal Advisory 04-01.5, Contract Guide for Instructional Service Agreement, Number 9.)

E. These certifications may not be voided, modified nor waived by any related ISA.

6. Regulatory Requirements for State Apportionment Purposes Applicable to All Programs/Courses Conducted in a Cooperative Arrangement with a Public Agency.

These provisions may not be voided, modified nor waived by a related ISA unless otherwise expressly provided herein:

A. Responsibilities of Each Party. KCCD policies and procedures apply and KCCD is responsible for the Programs/Courses. The Programs/Courses will comply with all applicable regulations, procedures, prerequisites and standards set out in the P.A.M., as well as any corresponding local policies, practices, and requirements of the KCSO.

B. Enrollment Period. The enrollment period shall be determined by KCCD in accordance with its guidelines, policies, pertinent statutes, and regulations.

C. Number of Class Hours Sufficient to Meet the Stated Performance Objectives. In consultation with the KCSO, KCCD will determine the performance objectives for each of the Programs/Courses and the number of class hours necessary to meet the performance objectives. The performance objectives and corresponding class hours shall be specified in the related ISA.

D. Supervision and Evaluation of Students. Supervision and evaluation of students shall be in accordance with KCCD guidelines, policies, pertinent statutes, and regulations. The supervision and evaluation of students will conform with certificate regulations and standards for peace officer employment set out in the P.A.M., as well as any correspondence local policies, practices, and requirements of the KCSO.

E. Withdrawal Prior to Completion of the Program/Course. A student's withdrawal prior to completion of the Program/Course shall be in accordance with KCCD guidelines, policies, pertinent statutes and regulations.

F. Right to Control and Direct Instructional Activities. KCCD is responsible for the Programs/Courses and has the sole right to control and direct the instructional activities of all instructors, including those who are KCSO personnel, although this right will be exercised in consultation with the KCSO.

G. Minimum Qualifications for Instructors Teaching Programs/Courses. Instructors who are KCSO personnel shall either meet the minimum qualifications to provide instruction in a California community college, or shall work under the immediate supervision and control of a KCCD employee who has those minimum qualifications. The minimum qualifications shall be consistent with the requirements in other similar courses offered by KCCD and shall be

published or otherwise listed by KCCD. KCCD will comply with all staff, Instructor and training officer standards and regulations set out in the P.A.M., as well as any corresponding local policies, practices and requirements of the KCSO.

H. Facilities. KCSO will provide adequate classroom space at its facilities, or other mutually agreed upon location, to conduct the contemplated instruction. KCSO agrees to clean, maintain, and safeguard the KCSO's premises. KCSO warrants that its facilities are safe and compliant with all applicable building, fire, and safety codes. All classes will be held at facilities which are clearly identified as being open to the general public. KCSO rules which control or prohibit public access to facilities such as pistol ranges, EVOC driving courses or scenario training areas, for safety purposes or to protect proprietary information, shall be observed.

I. Equipment. Unless otherwise provided for in a related ISA, KCSO will furnish at their own expense, all course materials, specialized equipment, and other necessary equipment for all students. The Parties understand that such equipment and materials are KCSO's sole property; however, KCCD policies may be utilized as appropriate should an individual student unnecessarily damage or fail to return such equipment. KCSO shall determine the type, make, and model of all equipment and materials to be used during each Program/Course. KCSO understands that no equipment or materials fee may be charged to students except as provided for by KCCD policies and practices.

J. Enrollment. Enrollment shall be open to any person who has been admitted to KCCD and meets all applicable prerequisites. Applicable prerequisite courses, training, or experience will be determined by KCCD in consultation with KCSO. Applicants must meet the standards and prerequisites set out in the P.A.M., as well as of the KCSO.

KCCD and KCSO will be jointly responsible for processing student applications. KCCD will provide the necessary admission forms and procedures and both KCCD and KCSO will jointly ensure that each applicant accepted has met all the enrollment requirements, including liability and medical care coverage requirements, if any.

KCSO will ensure that each recruited student completes the admissions procedure, the class enrollment process, and otherwise process student applications and enroll students in the Programs/Courses, as appropriate. KCCD will assist KCSO as necessary. A successful enrollment requires that each student has completed an enrollment application provided by KCCD, the application has been delivered to and accepted by KCCD's Admissions and Registration Office, all enrollment and other applicable fees have been paid, and the applicant has met all requirements, to include the standard college student liability and medical care coverage, if applicable.

K. Enrollment Fees. The enrollment fees must be paid to KCCD either by the individual student or by KCSO. Enrollment fees may not be waived by KCCD. This provision may not be cancelled or modified by any related ISA. However, by mutual agreement, enrollment fees may be withheld from any reimbursement owed by the KCCD to the KCSO.

L. Course Outlines - Curriculum Committee and Board Approval. The outlines for all individual Programs/Courses must meet course standards set out in Title 11 of the California Code of Regulations and must be approved by the KCCD's Curriculum Committee, and consistent with P.O.S.T. requirements.

M. Teaching Consistent with Approved Outline and Level of Rigor. KCSO will implement

procedures to ensure that KCSO instructors teaching different sections of the same course do so in a manner consistent with the approved outline of record for that course, and that each individual instructor shall hold all students to a comparable level of rigor.

N. Records of Student Attendance and Achievement. All records of student attendance and achievement shall be submitted to KCCD periodically, or upon demand, and shall be maintained by KCCD.

O. Ancillary Support Services for Students. Both KCCD and KCSO shall ensure that students enrolled in the Programs/Courses are provided ancillary and support services as may be needed, including but not limited to counseling and guidance and placement assistance.

P. Courses Outside KCCD Boundaries. For locations outside the geographical boundaries of KCCD, KCCD will comply with the requirements of Title 5 of the California Code of Regulations, Sections 55230-55232, concerning approval by adjoining community college districts, requests by affected high school districts, and use of non-KCCD facilities.

7. Liaison. At no cost to the KCSO, KCCD will provide the services of faculty members who will facilitate coordination and cooperation between KCCD and KCSO. KCCD will provide KCSO personnel reasonable assistance, direction and instruction in how to fulfill their responsibilities under this MOU, including conducting appropriate student assessments, outreach/recruitment activities and the KCCD's application procedures.

8. Support Staff. These provisions may not be voided, modified nor waived by a related ISA unless otherwise expressly provided herein:

A. KCSO to Provide Support Services. Unless otherwise provided for in a related ISA, KCSO will provide personnel to perform clerical services and services associated with outreach activities, recruiting students, assessing students, processing student applications, enrolling qualified students, and other related services as may be necessary.

B. KCSO is Responsible for Its Own Personnel. KCSO's personnel will perform these services on duty time. KCSO personnel performing these services will be employees solely of KCSO, subject to the authority of KCSO, but will also be subject to the direction of KCCD, specifically with regard to their duties pertaining to the Programs/Courses described in the related ISAs. KCCD has the primary right to control and direct such activities.

9. Instructors. These provisions may not be voided, modified nor waived by a related ISA unless otherwise expressly provided herein:

A. KCCD to Select Instructors. KCCD may select instructors from KCSO personnel nominated by the KCSO, personnel nominated by other agency, or other sources. KCSO personnel will perform instructional duties on duty time. KCSO personnel selected to be instructors remain employees solely of the KCSO, subject to the authority of the KCSO, but will also be subject to the authority of KCCD, specifically with regard to their duties as instructors. KCCD will exercise this authority in consultation with the KCSO. B. KCSO May Nominate Instructors. KCSO shall ensure that all instructor nominees are experienced, competent,

dedicated personnel who have the personal attributes necessary for providing instruction in the Programs/Courses. KCSO shall ensure that all instructor/staff nominees possess any Certificates of other training indicia that may be required.

C. KCCD Shall Determine Instructor Requirements. KCCD shall determine the number of instructors, the ratio of instructors to students, and the subject areas of instruction.

D. KCSO is Responsible for its Own Personnel. KCSO's personnel will perform these services on duty time. KCSO personnel performing their services will be employees solely of KCSO, subject to the authority of KCSO, but will also be subject to the direction of KCCD, specifically with regard to their duties pertaining to the Programs/Courses described in the related ISAs. KCCD has the primary right to control and direct such activities.

E. Orientation Meeting. Instructors shall attend an orientation meeting if scheduled and KCCD shall provide manuals, course outlines, curriculum materials, and testing and grading procedures as necessary.

10. Reimbursement to KCSO for Instructors and Clerical Support.

A. The KCCD will pay for the instructional services required for the course/ activity subject to Section 10C of this MOU.

B. For purposes of this MOU, those instructional and support expenses included as Total Costs will be mutually agreed upon between the KCCD and KCSO and completely described in the ISA. These costs may include: Recruit training officers, direct instruction, administrative/clerical support, and curriculum development.

C. The method used to compute the amount of compensation to be paid by the KCCD for instructional services provided by the KCSO will be determined in a manner to be specified in a written addendum, as described in Section 4 of this MOU. The method adopted will conform with one of the Alternative Methods, described in Sections 10C (a) and 10C (b).

(a) Hourly rate method - One dollar Ninety Cents (\$1.90) per student, per student hour for each student actively attending the course on Census Day for Weekly Student Contact Hour (“**WSCH**”) and Daily Student Contact Hour (“**DSCH**”) courses, or for each student hour of attendance for Positive Attendance courses.

This compensation will be in lieu of all salary payments, whether paid directly to faculty or to the KCSO for employees performing instructional services on release time from KCSO duties.

(b) Adjunct faculty rate method - Instructional costs at the prevailing adjunct faculty rate during the time the course/activity is in progress. Instructors who are performing instructional services on a basis other than release time from regular KCSO duties will be paid directly. The KCSO will be paid for the instructional services of their employees who perform those services on release time from their KCSO duties. Total hours submitted for instructional services shall not exceed the maximum hours as designated in the ISA. Hours submitted for payment over the maximum shall be reimbursed by KCSO to KCCD at the current adjunct rate.

When this method is used, a Minimum Enrollment (“ME”) will be specified for each course/activity in the addendum described in Section of this MOU. If enrollment is below ME on Census Day, the Total Costs of the course/activity will be shared by the KCCD and KCSO as follows. The KCCD will be responsible for the portion of Total Costs determined by multiplying the Total Costs by actual Census Day enrollment divided by ME; the KCSO will be responsible for the remainder of the Total Costs. If the course/activity enrollment is greater than ME, the KCCD will be responsible for the Total Costs plus One Dollar Ninety Cents (\$1.90) per hour per student for each student over ME.

For example, if the Census Day enrollment is twenty (20) and the ME is twenty-four (24), the KCCD will be responsible for 20/24 of the Total Costs and the KCSO will be responsible for the 4/24 of the Total Costs.

D. When intensive clerical overhead is required in addition to the compensation provided for in Section 10C hereof, the KCCD and KCSO may mutually agree and specify in the Addendum an amount consisting of reasonable compensation for administrative and clerical costs based on impact to KCSO clerical hours.

As an option to the above described compensation, the KCCD and KCSO may agree that the KCCD or KCSO will assign personnel on a part time or overtime basis to perform clerical services during the course/activity. The amount of time and schedule for these services will be specified in the Addendum.

E. Cancellation of Scheduled Course or Program Session. KCCD, at any time, in accordance with its own policies and practices and without notice, may unilaterally cancel any scheduled course or program session if, in the sole opinion of KCCD, the number of students enrolled is too low to justify the cost of the scheduled course or program session. Alternatively, upon the mutual agreement of the Parties, the subject scheduled course or program session may go forward but at a reduced payment level to be agreed upon and set forth in the relevant ISA.

F. Other Costs and Monetary Obligations. Any costs, fees, payments, and/or obligations incurred by either Party in support of a Program/Course which are not otherwise expressly addressed by this MOU or any related ISA will be borne solely by the Party incurring the obligation.

G. Availability of State Apportionment. If state apportionment is not available to KCCD for any reason, each Party shall bear the cost of its own participation in the Programs/Courses.

H. Payment Deadline. Reimbursement as provided in this MOU and/or any related ISA is to be made no later than 90 days following completion the subject class or program session.

11. Curriculum and Performance Objectives.

A. KCSO shall develop performance objectives, curriculum, course outlines, and instructional methods in accordance with any applicable recommendations and guidelines offered by KCCD and also in compliance with standards set out in Title 5 of the California Code of Regulations. Performance objectives, curriculum, course outlines, and instructional methods are subject to advance approval/revision by KCCD.

B. All Programs/Courses must be approved by KCCD's Board of Trustees or KCCD personnel to whom this authority has been duly delegated. Course outlines must meet the course standards set out in Title 5 of the California Code of Regulations and must be approved by KCCD's Curriculum Committee.

C. All relevant course information and proposed course outlines shall be developed and submitted to KCCD for approval/revision no later than 30 days prior to the projected start date of a particular class or program session.

12. Instruction. The instructional services provided by KCSO personnel shall include development of appropriate lectures. The lectures will conform to the approved curriculum and course outlines and recommendations of experienced KCCD Instructors. Instructional presentations shall incorporate planned practical demonstrations, as may be necessary, and use audiovisual techniques or equipment and vocational equipment.

All instructional presentations, including practical demonstrations and demonstrations of vocational equipment, are subject to the advance approval of KCCD.

13. Facilities. The Parties contemplate that primarily, the facilities of the KCSO will be utilized to carry out the goals of this MOU and any related ISA, although from time to time KCCD facilities may be utilized subject to mutual agreement by the Parties as expressed in a related ISA. KCSO agrees to defend, hold harmless, and indemnify KCCD and its governing board, officers, employees, administrators, independent contractors, subcontractors, and other representatives from all damages, losses, or expenses, including litigation costs such as attorney's fees, should a student, instructor, or third party be injured as a result of or connected with the condition of the KCSO's premises, in whole or in part. The indemnity shall survive termination of this MOU and is in addition to any other rights or remedies KCCD may have under law or otherwise.

14. Workers' Compensation. KCSO shall be the "primary employer" for all its personnel who perform services as instructors and support staff. KCSO shall be solely responsible for processing, investigating, defending, and paying all workers' compensation claims by their respective KCSO personnel made in connection with performing services and receiving instruction under this MOU or any related ISA. KCSO agrees to hold harmless, indemnify, and defend KCCD from any liability resulting from its failure to process, investigate, defend, or pay any workers' compensation claims by KCSO personnel connected with providing services under this MOU or any related ISA. KCSO is not responsible for non-KCSO personnel who may serve as instructors or students who are not affiliated with the KCSO. These provisions may not be voided, modified nor waived by a related ISA.

15. Indemnification.

A. KCSO shall defend, hold harmless, and indemnify KCCD, its governing board, officers, administrators, agents, employees, independent contractors, subcontractors, consultants, and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorney fees and costs, including but not limited to consequential damages, death, sickness, or injury to any person(s) or damage to any property, from any cause whatsoever arising from or connected with the provision of instruction pursuant to this MOU or any related ISA that may arise out of or result from, in whole or in part, the negligent, wrongful, or willful acts or omissions of KCSO, its employees, agents, subcontractors, independent contractors, consultants, or other representatives.

B. KCCD shall defend, hold harmless, and indemnify KCSO, their governing board, officers, administrators, agents, employees, independent contractors, subcontractors, consultants, and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorney fees and costs, including but not limited to consequential damages, death, sickness, or injury to any person(s) or damage to any property, from any cause whatsoever arising from or connected with its responsibilities hereunder that may arise out of or result from, in whole or in part, the negligent, wrongful, or willful acts or omissions of KCCD, its employees, agents, subcontractors, independent contractors, consultants, or other representatives.

C. KCSO shall have no obligation to defend, hold harmless, or indemnify KCCD, its governing board, officers, administrators, agents, employees, independent contractors, subcontractors, consultants, and/or other representatives for their sole negligence or willful misconduct; and KCCD shall have no obligation to defend, hold harmless, or indemnify KCSO, its governing board, officers, administrators, agents, employees, independent contractors, subcontractors, consultants, and/or other representatives for their sole negligence or willful misconduct.

D. This indemnity shall survive termination of this MOU or any related ISA, and/or final payment hereunder and is in addition to any other rights or remedies that KCSO or KCCD may have under law and/or otherwise.

E. These provisions may not be voided, modified nor waived by any related ISA.

16. Insurance Requirements.

A. Each Party shall obtain, pay for, and maintain in effect during the life of this MOU the following policies of insurance issued by an insurance company rated not less than "A-;V" in Best Insurance Rating Guide and admitted to transact business in California: (1) commercial general liability (including contractual, products, and completed operations coverages, bodily injury, and property damage liability) with single combined limits not less than \$1,000,000 per occurrence; (2) commercial automobile liability for "any auto" with combined single limits of liability not less than \$1,000,000 per occurrence; (3) professional liability (errors and omissions) with a limit of liability not less than \$1,000,000 per occurrence; and (4) workers' compensation insurance as required under state law.

B. Each Party's policy(ies) shall contain an endorsement naming the other Party as an additional insured insofar as this MOU is concerned, and provide that written notice shall be given to the other party at least 30 days prior to cancellation or material change in the form of the policy or reduction in coverage. Each Party shall furnish the other with a certificate of insurance containing the endorsements required under this section, and each Party shall have the right to inspect the other Party's original insurance policies upon request. Upon notification of receipt of a notice of cancellation, change, or reduction in a Party's coverage, that Party shall immediately file with the other Party a certified copy of the required new or renewal policy and certificates for such policy.

C. Nothing in this section concerning minimum insurance requirements shall reduce a Party's liability or obligations under the indemnification provisions of this MOU.

D. The Parties acknowledge that both Parties are permissibly self-insured under

California law.

E. These provisions may not be voided, modified nor waived by a related ISA.

17. Discrimination and Harassment. Each Party agrees it will not unlawfully discriminate, harass, or allow harassment against any employee or other person because of sex, race, color, ancestry, religious creed, national origin, mental or physical disability (including HIV and AIDS), marital status, or age, and shall comply with all applicable laws pertaining to employment.

18. Entire Agreement. This MOU and any related ISA constitute the entire agreement between the Parties with regard to the Programs/Courses and supersedes any prior or contemporaneous understanding or agreement. No Party has been induced to enter into this MOU by, nor is any party relying on, any representation or promise outside those expressly set forth in this MOU and any related ISA. However, this MOU shall not be construed to supersede the license agreement relating to the use of the facilities, executed concurrently with this MOU.

19. Amendment. The provisions of this MOU may be modified only by mutual agreement of the Parties. No modification shall be binding unless it is in writing and signed by the Party against whom enforcement of the modification is sought.

20. Waiver. Unless otherwise precluded by the terms of this MOU, terms or conditions may be waived by the Party entitled to the benefit of the term or condition, but no such waiver shall affect or impair the right of the waiving Party to require observance, performance, or satisfaction of that term or condition as it applies on a subsequent occasion.

21. Assignment. Neither Party may assign any rights or benefits or delegate any duty under this MOU without written consent of the other Party. Any purported assignment without written consent shall be void.

22. Parties in Interest. Nothing in this MOU, whether express or implied, is intended to confer any rights or remedies under or by reason of this MOU on any person other than the Parties to it and their respective successors and assigns, nor is anything in this MOU intended to relieve or discharge the obligation or liability of any third person to any Party to this MOU, nor shall any provision give any third person any right to subrogation or action against any Party to this MOU.

23. Severability. If any provision of this MOU is held by an arbitrator or court of competent jurisdiction to be invalid or unenforceable, the remainder of the MOU shall continue in full force and effect and shall in no way be impaired or invalidated.

24. Notices. Any notice under this MOU shall be in writing, and any written notice or other document shall be deemed to have been duly given on the date of personal service on the Parties or on the second business day after mailing if the document is mailed by registered or certified mail, addressed to the Parties at the addresses set forth below, or at the most recent address specified by the addressee through written notice under this provision. Failure to conform to the requirement that mailings be done by registered or certified mail shall not defeat the effectiveness of notice actually received by the addressee.

To the College: Cerro Coso Community College
Office of the President

To the KCCD: 3000 College Heights Blvd.
Ridgecrest, CA 93555
Kern Community College District
Chief Financial Officer 2100
Chester Ave
Bakersfield CA, 93301

To the Sheriff: Kern County Sheriff's Office
Attn: Planning/Research Section
1350 Norris Road
Bakersfield, CA 93308

25. Authority to Enter Into Agreement. Each Party to this MOU represents and warrants that it has the full power and authority to enter into this MOU and to carry out the transactions contemplated by it and that it has taken all action necessary to authorize the execution, delivery, and performance of this MOU..

26. Status of the Parties. Neither Party is a partner, joint venturer, co- principal, employer, or co-employer of the other or of an employee of the other Party. KCSO shall be solely responsible for paying all salaries, wages, benefits, and other compensation which its employees or subcontractors may be entitled to receive in connection with performing services under this MOU and any related ISA. KCSO shall be solely responsible for withholding and paying all applicable payroll taxes and contributions, including federal, state, and local income taxes, FICA, FUTA, and state unemployment, workers' compensation, and disability insurance in connection with performing services under this MOU and any related ISA.

KCSO shall be free to perform similar services for others while under contract with KCCD. Nothing in this MOU shall prohibit KCSO from taking on other jobs or performing services for other entities. The Parties agree that in performing the services specified in this MOU, KCSO shall act as independent contractors.

27. Compliance with Laws and Regulations. The Parties agree that in performing the work and services required by this MOU, they will comply with any and all Federal, State, and Local laws, statutes, ordinances, orders, and regulations which apply to the Parties with respect to performing the work and services required by this MOU.

28. Retention and Audit of Records. Each Party shall maintain records pertaining to this MOU and related ISAs as may be required by federal and state law. Each Party may review and obtain a copy of the other Party's pertinent records subject to federal and state privacy statutes.

29. Confidentiality. Subject to the California Public Records Act, neither Party shall, without the written consent of the other, communicate confidential information, designated in writing or identified in this MOU as such, to any third party and shall protect such information from inadvertent disclosure to any third party in the same manner that they protect their own confidential information, unless such disclosure is required in response to a validly issued subpoena or otherwise required by law. Upon completion of this MOU, the provisions of this paragraph shall continue to survive.

30. Governing Law and Venue. This MOU will be governed by and construed In accordance with California law and venue of any action or proceeding in connection with this MOU shall be Kern County, California.

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IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed the day and year first above written.

APPROVED AS TO CONTENT:

KERN COUNTY SHERIFF'S OFFICE

KERN COMMUNITY COLLEGE

DISTRICT

By _____

By _____

Donny Youngblood, Sheriff

Tom Burke, Chief Financial Officer

Date _____

Date _____

BOARD OF SUPERVISORS

By _____

Board of Supervisors, Chairman

Date _____

APPROVED AS TO FORM

Office of the County Council

By _____

Kendra L. Graham, Deputy

Date _____

**LICENSE AGREEMENT FOR THE REGIONAL TRAINING CENTER AT 962 NORRIS ROAD,
BAKERFIELD, CALIFORNIA**

(County of Kern -Kern Community College District)

THIS LICENSE AGREEMENT ("Agreement") is made and entered into on _____, 2015 ("**Execution Date**"), by and between the **COUNTY OF KERN**, a political subdivision of the State of California ("**County**"), and the **KERN COMMUNITY COLLEGE DISTRICT, ("KCCD")**, a California Community College District, and its respective colleges. County and KCCD are referred to individually as a "**Party**" and collectively as the "**Parties.**"

RECITALS:

- A. The Kern County Sheriff's Office ("**KCSO**") and the KCCD has entered into a Memorandum of Understanding ("**MOU**") for the period April 8, 2015 through April 8, 2020, for the purpose of collaborating to provide training programs, stand-alone classes and in-service training in law enforcement (executed concurrently with this Agreement; and
- B. Under the terms of the MOU, the KCCD is to report full-time equivalent students' ("**FTES**") data and obtain state apportionment for subject Programs/Courses through the MOU in accordance with California law; KCSO is to help fund the cost of the subject Programs/Courses by providing personnel, services and equipment subject to partial reimbursement by the KCCD; and, enrollment fees must be paid by the student or the KCSO but may be withheld from any reimbursement owed by the KCCD to the KCSO.
- C. When providing law enforcement training KCSO and the KCCD will use the Regional Training Center leased by the County for KCSO use located at 962 Norris Road, Bakersfield, California ("**Facility**");
- D. It is the desire of the Parties to enter into this Agreement for the KCCD's use of the Facility for training purposes.

AGREEMENT:

1. **License:** County, for and in consideration of the terms, covenants, conditions and previsions hereof, hereby grants to the KCCD a license for the use of the Facility for the purpose of providing training programs, stand-alone classes and in-service training in law enforcement.

2. **Effective Date and Duration:** The term of this Agreement shall commence on the Execution Date and shall terminate April 8, 2020 or until duly modified or terminated by the Parties as provided for in **Section 3.**

3. **Early Termination:** This Agreement may be terminated by either Party with cause if another Party commits a material breach. Termination will be effective thirty (30) calendar days after a written demand to cure is provided and the Party fails to cure. This

remedy is in addition to any other remedy which may be provided for by law.

This Agreement may be terminated without cause and/or for any reason by any Party. The Party desiring early termination without cause must provide written notice to the other Parties. Termination will be effective no sooner than sixty (60) calendar days after actual receipt of the written notice. The Parties agree to consider the need of currently enrolled students when determining a termination date.

4. **Payment:** The KCCD shall pay to County forty six dollars (\$46) per college unit (or the current State adopted enrollment fees), plus all other required enrollment fees per KCSO affiliated student, for each law enforcement class or training session for which the KCCD intends to report ("**FTES**") data and obtain state apportionment. All payments shall be made in a timely manner. If KCCD fails to pay County under the terms of this **section 4**, then County may apply the funds due and owing to County toward County's payment of enrollment fees to KCCD under **section 6. K. of the MOU**.

5. **Entire Agreement:** This Agreement constitutes the entire agreement between the Parties with regard to the KCCD utilizing the County's facility and supersedes any prior or contemporaneous understanding or agreement. No Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation or promise outside those expressly set forth in this Agreement. However, this Agreement shall not be construed to supersede the MOU relating to the Programs/Courses, executed concurrently with this Agreement.

6. **Amendment:** The provisions of this Agreement may be modified only by mutual agreement of the Parties. No modification shall be binding unless it is in writing and signed by the Party against whom enforcement of the modification is sought.

7. **Waiver:** Any terms or conditions of this Agreement may be waived at any time by the Party entitled to the benefit of the term or condition, but no such waiver shall effect or impair the right of the waiving Party to require observance, performance, or satisfaction either of that term or condition as it applies on a subsequent occasion or any other term or condition of this Agreement.

8. **Assignment:** Neither Party may assign any rights or benefits, or delegate and duty, under this Agreement without written consent of the other Party. Any purported assignment without written consent shall be void.

9. **Parties in Interest:** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of the Agreement on any person other than the Parties to it and their respective successors and assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third person to any Party to this Agreement, nor shall any provision give any third person any right to subrogation or action against any Party to this Agreement.

10. **Severability:** If any provision of this Agreement is held by an arbitrator or court of

competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect and shall in no way be impaired or invalidated.

11. Notices: All notices herein provided to be given, or which may be given, by either Party to the other, shall be deemed to have been fully given when made in writing and deposited with the United States Postal Service, Registered or Certified, postage prepaid and addressed as follows:

To the College: Cerro Coso Community College
Office of the President
3000 College Heights
Blvd Ridgecrest, CA
93555

To the KCCD: Kern Community College District
Chief Financial Officer
2100 Chester Ave
Bakersfield CA, 93301

To the Sheriff: Kern County Sheriff's Office
Attn: Planning/Research
Section 1350 Norris Road
Bakersfield, CA 93308

To the County: County of Kern County
General Services
Department 1115 Truxtun
Avenue
Bakersfield, CA 93301

The address, to which the notices may be mailed, as aforesaid, to either Party, may be changed by written notice given by such Party to the other, as hereinbefore provided, but nothing herein contained shall preclude the giving of any such notice by personal service.

12. Independent Contractors: Nothing in this Agreement shall be construed or interpreted to make the KCCD anything but an independent contractor. In all of its activities and operations pursuant to this Agreement, the KCCD shall for no purpose be considered an agent of the County.

13. Authority to Enter Into Agreement: Each Party to this Agreement represents and warrants that it has the full power and authority to enter into this Agreement and to carry out the transactions contemplated by it and that it has taken all action necessary to authorize the execution, delivery and performance of this Agreement.

14. Governing Law and Venue: This Agreement will be governed by and construed in accordance with California law and venue of any action or proceeding in connection with this Agreement shall be in the County of Kern, State of California.

15. **Captions:** Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement.

16. **Time of Essence:** Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

APPROVED AS TO CONTENT
Kern County Sheriff's Office

By _____
Donny Youngblood, Sheriff-Coroner

County of Kern

By _____
Assistant County Administrative
Officer for General Services

APPROVED AS TO FORM
Office of the County Council

By _____
Kendra L. Graham, Deputy
For Sheriff's Office

APPROVED AS TO CONTENT
Kern Community College District

By _____
Tom Burke, Chief Financial Officer

County Administrative Office

By _____
General Services

APPROVED AS TO FORM
Office of the County Council

By _____
Brian Van Wyk, Deputy
For General Services

