



**Thursday, October 17, 2024**  
**Law Enforcement Advisory Program Committee Agenda**

**Time: 11:30 am**

**Location: Imperial Valley College Public Safety Department, Lunch room 3100 building.**

## **1. Call to Order**

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<b>Subject</b>	<b>A. Call to Order</b>
Meeting	Oct 17, 2024 - Law Enforcement Advisory Program Committee Agenda
Category	1. Call to Order
Access	Public
Type	Procedural

## **2. Approval of Minutes**

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<b>Subject</b>	<b>A. Review and Approval of Minutes of April 18, 2023</b>
Meeting	Oct 17, 2024 - Law Enforcement Advisory Program Committee Agenda
Category	2. Approval of Minutes
Access	Public
Type	Procedural

## **3. Appointment of Chair**

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<b>Subject</b>	<b>A. Appointment of Chair</b>
Meeting	Oct 17, 2024 - Law Enforcement Advisory Program Committee Agenda
Category	3. Appointment of Chair
Access	Public
Type	

## **4. Old Business**

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<b>Subject</b>	<b>A. Range Instructors/Range School</b>
Meeting	Oct 17, 2024 - Law Enforcement Advisory Program Committee Agenda
Category	4. Old Business
Access	Public

Type Discussion, Information

**Subject B. AICC Equivalency**

Meeting Oct 17, 2024 - Law Enforcement Advisory Program Committee Agenda

Category 4. Old Business

Access Public

Type Information

**Subject C. Winter AJ 141 course**

Meeting Oct 17, 2024 - Law Enforcement Advisory Program Committee Agenda

Category 4. Old Business

Access Public

Type Information

## 5. New Business

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**Subject A. Install update force/option simulator**

Meeting Oct 17, 2024 - Law Enforcement Advisory Program Committee Agenda

Category 5. New Business

Access Public

Type Discussion, Information, Report

**Subject B. Budget Enhancement-Two new patrol vehicles (IVC)**

Meeting Oct 17, 2024 - Law Enforcement Advisory Program Committee Agenda

Category 5. New Business

Access Public

Type Action, Discussion, Information, Report

Preferred Date Oct 17, 2024

Fiscal Impact Yes

Budgeted Yes

Recommended Action Move to approve the purchase of two new patrol vehicles for the academy.

**Subject C. Facility Use Agreements**

Meeting Oct 17, 2024 - Law Enforcement Advisory Program Committee Agenda

Category	5. New Business
Access	Public
Type	Discussion, Information, Report

File Attachments <a href="#">City of Brawley Agreement.pdf (539 KB)</a>
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<b>Subject</b>	<b>D. Work Test Sample Battery and Pellot B</b>
Meeting	Oct 17, 2024 - Law Enforcement Advisory Program Committee Agenda
Category	5. New Business
Access	Public
Type	Discussion, Information

<b>Subject</b>	<b>E. AB 89-Modern Day Policing Degree (Fall 2025)</b>
Meeting	Oct 17, 2024 - Law Enforcement Advisory Program Committee Agenda
Category	5. New Business
Access	Public
Type	Discussion, Information, Report

<b>Subject</b>	<b>F. Class 9 start date (January 2026)</b>
Meeting	Oct 17, 2024 - Law Enforcement Advisory Program Committee Agenda
Category	5. New Business
Access	Public
Type	Discussion, Information

<b>Subject</b>	<b>G. Bridge - Exercise Science Faculty and Academy</b>
Meeting	Oct 17, 2024 - Law Enforcement Advisory Program Committee Agenda
Category	5. New Business
Access	Public
Type	Discussion, Information

<b>Subject</b>	<b>H. Scenario Based Learning Activities in Learning Domains</b>
Meeting	Oct 17, 2024 - Law Enforcement Advisory Program Committee Agenda
Category	5. New Business

Access Public  
Type Discussion, Information

**Subject I. FTO Program/graduation sucess/concerns**

Meeting Oct 17, 2024 - Law Enforcement Advisory Program Committee Agenda  
Category 5. New Business  
Access Public  
Type Discussion, Information

**Subject J. High School Criminal Justice Programs**

Meeting Oct 17, 2024 - Law Enforcement Advisory Program Committee Agenda  
Category 5. New Business  
Access Public  
Type Discussion, Information, Report

**Subject K. LEAC input on graduation ceremony**

Meeting Oct 17, 2024 - Law Enforcement Advisory Program Committee Agenda  
Category 5. New Business  
Access Public  
Type Discussion, Information

**Subject L. Potential Increase in PC 832**

Meeting Oct 17, 2024 - Law Enforcement Advisory Program Committee Agenda  
Category 5. New Business  
Access Public  
Type Discussion, Information

File Attachments

[PC 832 Potential increase email.pdf \(51 KB\)](#)

## **Law Enforcement Advisory Program Committee Minutes**

Thursday, October 17th, 2024

Time: 11:30 a.m.

Brett Houser Intern Dean/Director for Health & Public Safety  
Jeff Caudill, Director of POST Programs  
Valerie Hudson, Director of Risk, Safety and Security  
Paige Lovitt, Counselor for Imperial Valley College  
Garth Dale, Chief of Police for Blythe Police Department  
Aaron Reel, Chief of Police for Imperial Police Department  
Manuel De Leon, Chief Deputy-Support Services & P.I.O.  
Jonathan Blackstone, Police Commander for Brawley Police Department  
Max R. Sheffield, Captain for Imperial Police Department  
Jessica Prock, IVC Division Administrative Secretary for Health & Public Safety  
Rhonda Ruiz, IVC Administrative Assistant, Law Enforcement Programs  
Daniel Guzman, Imperial Valley College Police Academy Student  
Luis Sandoval, Imperial Valley College Police Academy Student

### **1. Call to Order**

A. Intern Dean/Director Houser called the meeting to order at 11:41 a.m.

### **2. Approval of Minutes**

M/S/C Coordinator Caudill and Chief De Leon approved the April 18th, 2024 meeting minutes as submitted.

### **3. Appointment of Chair**

Chief Dale nominated Chief Reel as chair of the Law Enforcement Advisory Program Committee. Coordinator Caudill seconded. The committee voted unanimously to appoint Chief Reel as Chair.

### **4. Old Business**

#### **A. Range Instructors/Range School**

Intern Dean/Director Houser reported on the ongoing need for specialized instructors in various learning domains, including range, arrest controls, use of force, and physical training. Currently, the program employs ten specialized instructors for these areas, he emphasized the importance of recruiting additional instructors to meet the program's growing demands.

He further stated that his professional development funds are primarily allocated for faculty and part-time faculty, which limits the recruitment of professional or subject matter experts. To enhance the program and support the professional development of agency personnel, Intern Dean/Director Houser respectfully asked that committee members consider granting requests for additional 1070 instructor opportunities, depending on their budget availability.

The program aims to expand its instructor base, as schedules are developed a year in advance, and continued success hinges on bringing in qualified instructors.

#### **B. AICC Equivalency**

Intern Dean/Director Houser discussed the training requirements established by POST for AICC training in the academy program, separate from the 1070 requirements. It was noted that the academy is actively pursuing an AICC equivalency process for instructors with teaching experience in various capacities within the agency.

It was explained that POST mandates specialized AICC training, but there are emerging opportunities to recognize prior training and experience through an equivalency assessment. This process involves evaluating an instructor's teaching background and relevant training received.

Concerns were raised regarding staffing shortages, as agencies find it challenging to send personnel away for extended periods. Intern Dean/Director Houser emphasized the need for new perspectives and representation within the academy, and the intention to consider equivalencies for existing instructors at the police departments, particularly for roles such as range masters who already possess foundational adult education skills.

The group was encouraged to remain informed about discussions related to AICC equivalency and to consider how this approach may benefit staffing and instructor development.

LEAC members were asked to continue to evaluate potential AICC equivalencies for instructors in their departments and report back on outcomes.

### **C. Winter AJ 141 course**

It was announced that the Imperial Valley College will have an upcoming winter AJ 141 course, which provides the PC 832 certification. The Imperial County Sheriff's Office and Probations Department have already inquired about securing spots in the class.

It was explained that, as the course is held at a college, specific enrollment requirements must be adhered to, preventing the ability to prioritize certain agencies for enrollment. However, there is some flexibility regarding class capacity. The current cap for AJ 141 is set at twenty-five students, but the academy can potentially accommodate an additional five students, representing a twenty percent increase.

Intern Dean/Director Houser urged agencies to confirm their needs promptly to ensure that available spots can be allocated efficiently. Additionally, it was highlighted that if agencies plan to enroll CSOs or their Explorers, they should be aware that individuals aged 18 to 21 will require a DOJ letter for participation.

Agencies interested in enrolling personnel in the AJ 141 course should communicate their needs to Administrative Assistant Rhonda Ruiz as soon as possible to facilitate enrollment requirements.

### **5. New Business**

#### **A. Install update force/option simulator**

The successful installation of a new force option simulator was announced. It came with a cost of \$ 296,00, which was funded through lottery money. The previous system was eight years old and had transitioned to telephonic support for the last two years.

Upon the yearly contract renewal with Virtra, it was communicated that support would no longer be available, prompting the proposal for the new system.

The new simulator includes all new equipment, with no components reused, and is expected to provide support service for at least the next five years.

The enhanced features of the simulator will improve training for recruits, particularly in communication and decision-making during high-pressure scenarios.

Intern Dean/Director Brett Houser extended an invitation to committee members and council members to tour the facility and experience the simulator firsthand, emphasizing its value in enhancing understanding of law enforcement challenges.

#### **B. Budget Enhancement-Two new patrol vehicles (IVC)**

Intern Dean/Director Houser presented a proposal to obtain two additional patrol vehicles, increasing the fleet from two to four. This request stems from the continued expansion of the program and the need to effectively train more students in traffic stop procedures.

The current setup allows for forty students, but with only two vehicles, training opportunities are limited. The importance of providing students with ample practice, ideally allowing each recruit to participate multiple time in exercises to meet training standards was emphasized.

Intern Dean/Director Houser called for Chief Reel to make a motion to purchase two additional patrol vehicles. The motion was seconded by Chief Dale and Captain Sheffield. The motion was unanimously passed.

Discussion followed expressing a hope to purchase within the current fiscal year. However, concerns were raised about ongoing supply chain issues affecting vehicle availability, particularly with Ford SUVs.

Captain Sheffield shared recent experiences with vehicle orders, noting delays and cancellations, and cautioned against the hybrid models due to previous issues with performance.

The discussion included the need to expose students to various vehicle configurations, including different types of patrol cars. Chief Dale proposed the installation of mock-ups in the vehicles to familiarize students with technology and equipment.

### **C. Facility Use Agreements**

The Committee was presented with the introduction of a facilities use agreement, noting that for many years, agencies have generously allowed the use of their units for training purposes during traffic collisions, vehicle stops, and crime scenarios.

Intern Dean/Director Houser highlighted an incident involving a borrowed unit that was damaged, raising concerns about liability and financial responsibility. To maintain good relationships among partners, an agreement is necessary to clarify responsibilities.

A draft of a facilities use agreement, modeled after similar agreements used by the fire program, has been drafted. This MOU aims to streamline the process for local law enforcement agencies wishing to use Imperial Valley College facilities, such as the obstacle course and track and field for trainings.

The goal is to simplify the current procedures, which often require lengthy facility use request through the Office of Student Affairs. Currently, agencies need to go through Miriam Trejo from Student Affairs to use Imperial Valley College's facilities.

#### **D. Work Test Sample Battery and Pellet B**

It was announced that agencies are welcome to utilize classrooms if they wish to conduct their agencies Pellet B testing.

For the future, agencies will be able to conduct their Work Test Sample Battery when our new regional facility is built.

#### **E. AB 89-Modern Day Policing Degree (Fall 2025)**

A motion was made by Intern Dean/Director Houser to discuss AB 89-Modern Day Policing Degree for Fall 2025 to the next meeting. The motion was seconded by Coordinator Caudill.

#### **F. Class 9 start date (January 2026)**

Intern Dean/Director Houser presented a proposal to adjust the schedule of class nine academy from a July start to a January start, lasting through December. This change follows a historical shift from a three-semester, eighteen month program to a one-year program initiated in 2021.

The new schedule would allow for better management of training scenarios, particularly during extreme heat conditions that have been documented as causing injuries during summer sessions. The safety and performance of participants are primary concerns.

The proposed timeline would allow for the last segment of training, which includes scenarios, to occur in cooler weather, thereby reducing liability and enhancing training effectiveness.

The EVOC (Emergency Vehicle Operations Course) in San Bernardino, were contacted about this change and said they are open to adjusting their schedule to accommodate the change.

Counselor Lovitt asked when class nine's open enrollment for applications would start. Intern Dean/Director Houser estimated late October or early November of 2025. He felt this would align with the transition to the new schedule, as DOJ clearance letters are required within three months of the start date.

Chief Dale shared insights from experiences with other institutions, specifically noting the challenges faced by College of the Desert, which runs fewer modules and has a longer enrollment process. The effectiveness and popularity of the current Imperial Valley College program were praised.

A motion was made to support the proposed change in the Academy's schedule from July to January. The motion was seconded by Captain Sheffield and Chief Deputy De Leon. The motion was approved unanimously.

Intern Dean/Director Houser indicated that there would be opportunities for additional training and certification classes during the gap, and plans to seek input on local training needs via email.

#### **G. Bridge - Exercise Science Faculty and Academy**

A bridge will be incorporated with the Lifetime Fitness Program with the Imperial Valley College's Exercise Science faculty to incorporate their expertise into the program. This will enhance the training with more dynamic, job-specific movements rather than traditional exercises and assist with the increasing class sizes.

#### **H. Scenario-Based Learning Activities in Learning Domains**

More Scenario-Based learning will be infused into the training curriculum to better prepare recruits for real-world situations such as traffic stops and crimes in progress, rather than relying solely on theoretical instruction.

The intention is to provide students with hands-on practice, improving their preparedness for field training officer (FTO) programs and ultimately their future careers.

There will be a need for volunteers to participate in training exercises, acting as victims or other roles during scenario-based practices. This will provide valuable experiences for recruits and enhance the training environment.

### **I. FTO Program/graduation success/concerns**

Committee members were asked to provide feedback to our academy on recruits who have been hired with the department and go through their FTO program. Intern Dean/Director Houser informed them that adjustments can be made to the program to accommodate any concerns they have.

### **J. High School Criminal Justice Programs**

Input was requested from the advisory committee on ways to reach out to high school programs and offer support. Intern Dean/Director Houser felt that there should be early exposure to career fields and degree programs for high schools. He also noted that there seemed to be a lack of law enforcement and fire programs and requested the committee start thinking about the potential for expanding dual enrollment opportunities. They were encouraged to reach out to their local jurisdiction high schools for interest and support.

### **K. LEAC input on the graduation ceremony**

Intern Dean/Director Houser requested feedback from the committee on how to improve the graduation ceremony to make it more meaningful and memorable for recruits and their agencies with a goal of creating a smooth and impactful ceremony that highlights the investment and support from agencies. He requested committee members email him ideas by April.

### **L. Potential Increase in PC 832**

Jail deputies are now required to have the PC 832 course prior to being appointed as a peace officer; there may have been a misunderstanding on the timeframe on the required training. There is the possibility that the college will begin to receive a higher demand for the course. Bureau Chief Hollar has instructed presenters to contact POST and discuss the possibility of increasing the number of presentations offered.

### **6. Adjournment**

M/S/C Chief Blackstone/Chief Dale the meeting adjourned at 12:32 p.m.



**JOINT-USE AGREEMENT  
BETWEEN  
IMPERIAL COMMUNITY COLLEGE DISTRICT  
AND  
CITY OF BRAWLEY  
FOR  
PUBLIC SAFETY TRAINING  
(Police Department)**

THIS JOINT-USE AGREEMENT ("Agreement") is made \_\_\_\_\_, 2024, by and between the Imperial Community College District, a California public community college district ("District"), and the City of Brawley, a California political subdivision, on behalf of its Police Department ("City"). District and City may be referred to collectively as the "Parties."

**RECITALS**

**WHEREAS**, District and City desire to share resources for their respective law enforcement training programs;

**WHEREAS**, City requires space for its Police Department to conduct public safety training for its employees ("City's Program");

**WHEREAS**, District has available space at its Imperial Valley College Campus, located at 380 E. Aten Road, Imperial, California 92251 ("Property"), as described and depicted in **Exhibit "A"** attached hereto;

**WHEREAS**, District desires to allow City to use certain facilities on the Property for City's Program, as set forth in this Agreement;

**WHEREAS**, District offers law enforcement training through its Police Academy Program, which is a part of the District's Public Safety Department ("District's Program") and which would benefit from the use of equipment owned by City's Police Department;

**WHEREAS**, District, pursuant to section 81420, et seq., of the Education Code, is authorized to enter into an agreement with a city or county for the joint use of the District's real property and buildings; and

**WHEREAS**, District's Governing Board, pursuant to section 81422 of the Education Code, has determined that City's use of the District's facilities for City's Program will not interfere with the educational programs or activities of any school or class conducted on the Property;

**NOW THEREFORE**, in consideration of the covenants and agreements hereinafter set forth, District and City agree as follows:

**Section 1. Title to Property.** The Parties acknowledge that title to the Property is held by the District.

**Section 2. Use of Property.** District agrees to allow City use of certain facilities on the Property for the operation of the City's Program ("Premises") described in the attached **Exhibit "B,"** during the days and times mutually scheduled and agreed upon by the Parties, subject to availability and so long as City's use does not interfere with District's operations, use and needs. City shall have exclusive use of the Premises during its scheduled days and times to operate City's Program, subject to modification by the Parties.

**Section 3. Term.** The term of this Agreement shall commence on \_\_\_\_\_, 2024, and shall remain in effect for three (3) years, ending on \_\_\_\_\_, 2024 ("Term").

**Section 4. Renewal.** This Agreement may be renewed upon the mutual written agreement of the Parties. If either party wishes to renew this Agreement for an additional term, which shall not, under any circumstances, exceed five (5) years, it shall notify the other party in writing at least ninety (90) days before the expiration of any Term of this Agreement. Prior to each renewed Term, the District's Governing Board shall make the findings required by Education Code section 81422.

**Section 5. Custodial Services, Maintenance, and Repairs.** District shall provide custodial services, maintenance, and repairs to the Premises. City shall maintain the Premises in a safe condition in conformance with all laws, rules, and regulations applicable to the use of the Premises by City during City's scheduled use.

**Section 6. Security.** City shall be responsible for the security of the Premises at all times during its use.

**Section 7. Possession and Condition of Premises.** City hereby acknowledges, understands, and agrees that the Premises, including portions of the Property used for ingress and egress, are rented to the City on an "As-Is," "Where-Is," and "With any and all faults" basis, subject to any and all existing easements and encumbrances, without representation or warranty by District or its agents, whether express or implied, of any kind whatsoever, including, without limitation, any representation or warranty of fitness or suitability for the operation of City's Program, and City expressly waives all claims for damages by reason of any statement, representation, warranty, promise or agreement, if any, not contained in this Agreement. District shall not be required to make or construct any alterations, including structural changes, additions, or improvements, to the Premises or Property. By entry into and taking possession of the Premises pursuant to this Agreement, City accepts the Premises as being in good and sanitary order, condition, and repair and accepts the Premises in the condition existing as of the commencement date of this Agreement. The District shall in no event be liable for any latent defects.

**Section 8. Improvements or Alterations.** City shall not construct or cause to be constructed on the Premises any improvements or alterations of any kind without the prior written approval of District.

## **Section 9. Termination.**

### **A. Termination for Convenience**

1. Either party may terminate this Agreement by written notification thirty (30) days prior to the effective date of the termination.
2. Neither party shall be required to provide just cause for termination in the written notification.

### **B. Termination for Cause.** Either party may terminate this Agreement immediately, with written notification, for cause. Cause shall include, without limitation:

1. Material violation of this Agreement by the City; or
2. Any act by City exposing the District to liability to others for personal injury or property damage; or

3. City is adjudged a bankrupt, City makes a general assignment for the benefit of creditors or a receiver is appointed on account of City's insolvency.

- C. Restoration of Premises.** Following each use of the Premises, City shall be responsible to restore the Premises to its condition prior to using the Premises, with no damage thereto, reasonable wear and tear excepted.

**Section 10. City's Equipment.** Title to City's personal property and equipment ("City's Equipment") brought onto the Premises for City's Program shall be held solely by City. All of City's Equipment shall remain the personal property of City. Following each use of the Premises for City's Program, City shall remove its Equipment from the Premises.

**Section 11. Destruction.**

- A.** If the Premises or the Property is damaged or destroyed so as, in District's judgment, to hinder the normal operations of City's Program, Rent shall abate in proportion to the loss of use from the date such damage or destruction occurs until City is able to commence normal operations.
- B.** District and City waive any statutory rights to terminate this Agreement on account of damage or destruction.

**Section 12. Program and Staffing.** City shall be solely responsible for the administration and operation of City's Program, including the hiring and training of all employees and the cost of any materials, supplies, or equipment for City's Program.

**Section 13. Non-Discrimination.** City and its employees shall not discriminate against any person because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, reproductive health decision-making, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or veteran or military status. City covenants to meet all requirements of District pertaining to non-discrimination in employment. If City is found in violation of the non-discrimination provision of the State of California Fair Employment Practices Act or similar provisions of federal law or executive order in the conduct of its activities under this Agreement by the State of California Fair Employment Practices Commission or the equivalent federal agency or officer, it shall thereby be found in breach of this Agreement.

**Section 14. Alcoholic Beverages/Illegal Drugs/Noise/Animals.** Any uses, that involve the serving and/or sale of alcoholic beverages or illegal drugs and/or the conducting of games of chance, are prohibited on the Premises. City shall comply with the District-wide policy prohibiting the use of tobacco products on the Premises at all times. City shall not use or permit the use of the Premises or any part thereof for any purpose, which is inimical to public morals and/or welfare or morally objectionable as unsuitable for a public educational facility. City agrees to respond immediately to concerns expressed by neighbors or District relating to the operation of the Premises. No animals are allowed on the Premises unless they are trained and controlled law enforcement animals that are a part of City's Program.

**Section 15. Hold Harmless/Indemnification.** To the fullest extent permitted by California law, City shall defend, indemnify, and hold harmless District, its agents, representatives, officers, consultants, employees, trustees, and volunteers (the "indemnified parties") from any and all losses, liabilities, claims, suits, and actions of any kind, nature, and description, including, but not limited to, attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of this Agreement or from any activity, work, or thing done, permitted, or suffered by City in conjunction with the performance of this Agreement, unless

caused wholly by the sole negligence or willful misconduct of the indemnified parties; and in case any action or proceeding be brought against District, City shall defend the same at City's expense.

## **Section 16. Insurance.**

- A. Commercial General Liability Insurance.** City shall, during the term of this Agreement, maintain in force, insurance coverage in amounts not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) general aggregate for bodily injury, personal injury, and property damage in the form of Comprehensive General Liability and Contractual Liability with District, its Board, officers, officials, employees, agents and volunteers, at City's expense, named as additional insureds under such policies. Such policy shall provide for a thirty (30) day written notice to District of any cancellation or reduction of coverage. City agrees to provide District a certificate of insurance evidencing this coverage in a form satisfactory to District upon execution of this Agreement, upon renewal of each policy, and upon request of District during the term of this Agreement.
- B. Auto Insurance.** City shall, during the term of this Agreement, maintain in force, a comprehensive auto liability policy with District, its Board, officers, officials, employees, agents, and volunteers, at City's expense, named as additional insureds under such policy. Such policy shall provide for a thirty (30) day written notice to District of any cancellation or reduction of coverage. City agrees to provide District a certificate of insurance evidencing this coverage in a form satisfactory to District upon execution of this Agreement, upon renewal of each policy, and upon request of District during the term of this Agreement.
- C. Workers' Compensation Insurance.** During the term of this Agreement, City shall comply with all provisions of law applicable to City with respect to obtaining and maintaining workers' compensation insurance. Prior to the commencement and any renewal of this Agreement and City's occupancy of the Property, City shall provide District, as evidence of this required coverage, a certificate in a form satisfactory to District on or before the commencement or renewal date, providing that insurance coverage shall not be canceled or reduced without thirty (30) days prior written notice to District.
- D. City's Equipment Insurance.** City acknowledges that the insurance to be maintained by District on the Property will not insure any of City's Equipment, property, or any improvements made by City, unless otherwise provided for in the Parties' Equipment Use Agreement attached hereto as **Exhibit "C."** Accordingly, City shall, at its own expense, maintain in full force and effect an insurance policy on all of its fixtures, equipment, improvements made by City and personal property in, about, or on the Premises. Said policy is to be for "All Risk" coverage insurance to the extent of at least ninety percent (90%) of the insurable value of City's property.

**Section 17. Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and personally delivered or deposited in the United States mail, postage prepaid, return receipt required, or sent by overnight delivery service or electronic mail, addressed as follows:

**IMPERIAL COMMUNITY COLLEGE DISTRICT**

380 E. Aten Road  
Imperial, CA 92251

Attn: **[Name, Title]**

Email: **[Email]**

**CITY OF BRAWLEY**

Attn: **[Name, Title]**

Email: **[Email]**



Any notice personally given or sent by electronic mail shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by certified or registered mail shall be effective five (5) days after deposit in the United States mail.

**Section 18. Subcontract and Assignment.** City shall not assign its rights, duties, or privileges under this Agreement, nor shall City subcontract or attempt to confer any of its rights, duties or privileges under this Agreement on any third party, without the written consent of the District. Any such attempt without District written consent shall be void.

**Section 19. Independent Contractor Status.** This Agreement is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

**Section 20. Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by the Parties.

**Section 21. California Law.** This Agreement shall be governed by and the rights, duties, and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Imperial County, California.

**Section 22. Attorneys' Fees.** If either party files any action or brings any proceedings against the other arising out of this Agreement, each party shall bear its own costs of suit, including attorneys' fees.

**Section 23. Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

**Section 24. Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and assigns.

**Section 25. Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts and transmitted by electronic mail or facsimile, and all counterparts together, whether original, electronic, or facsimile, shall be construed as one document.

**Section 26. Captions.** The captions contained in this Agreement are for convenience only and shall not in any way affect the meaning or interpretation hereof nor serve as evidence of the interpretation hereof, or of the intention of the Parties hereto.

**Section 27. Severability.** Should any provision of this Agreement be determined to be invalid, illegal, or unenforceable in any respect, such provision shall be severed and the remaining provisions shall continue as valid, legal, and enforceable.

**Section 28. Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

[SIGNATURES FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date(s) indicated below.

ACCEPTED AND AGREED on the date indicated below:

Dated: \_\_\_\_\_, 2024

Dated: \_\_\_\_\_, 2024

**IMPERIAL COMMUNITY COLLEGE DISTRICT      CITY OF BRAWLEY**

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

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

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

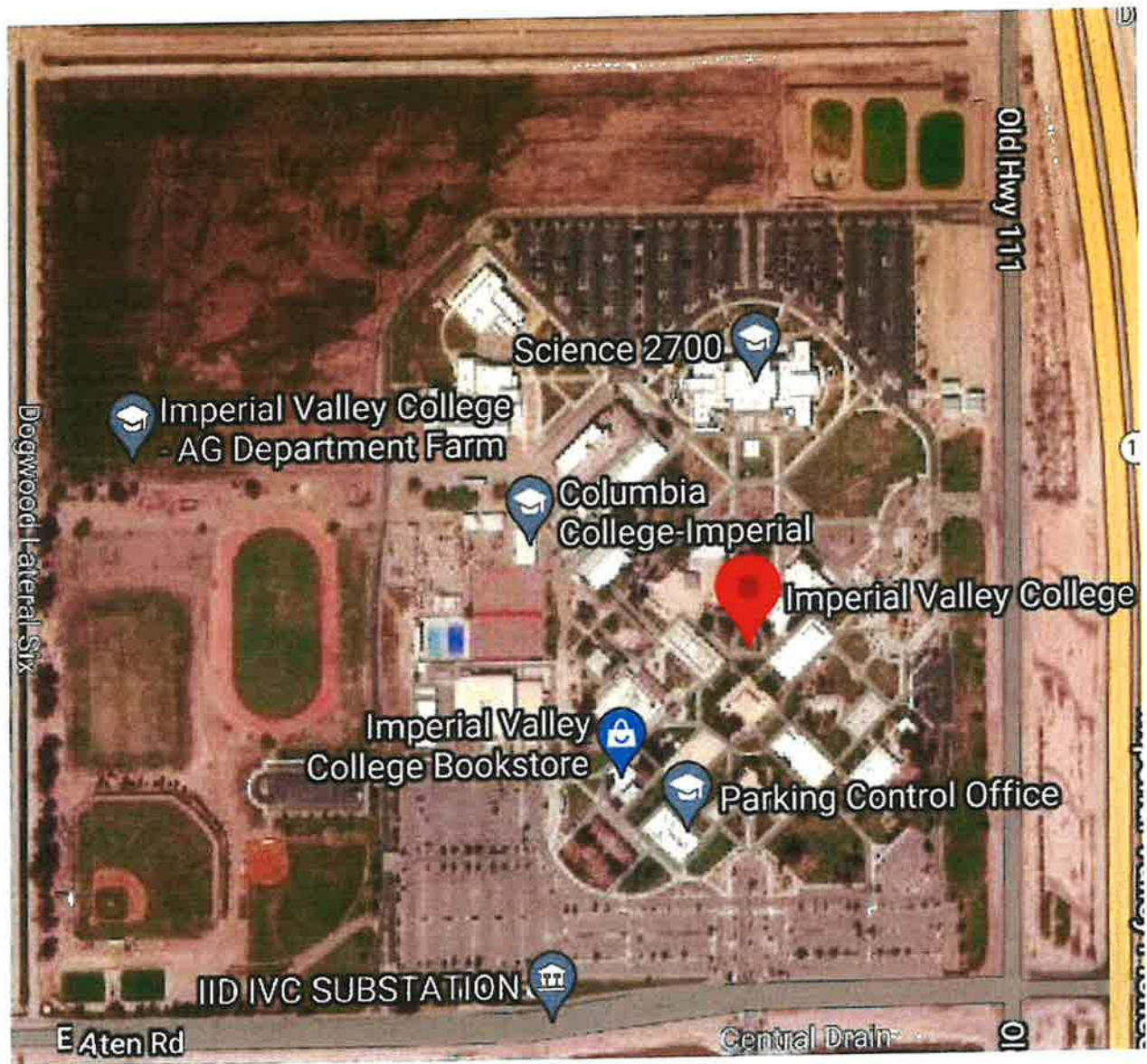
Print Title: \_\_\_\_\_

Print Title: \_\_\_\_\_

## EXHIBIT "A"

### Description of Property and Site Map

The District's site depicted below is known as the Imperial Valley College Campus, located at 380 E. Aten Road, Imperial, California 92251 ("Property").



## **EXHIBIT "B"**

### **Description of Premises**

District may make available for City's use the following rooms, premises, and/or other spaces as described below and as indicated on the map below ("collectively, Premises"), located at Imperial Valley College Campus, 380 E. Aten Road, Imperial, California 92251:

Rooms: 3200 classrooms, as available.

Fields: IVC Track and Field, and POST Obstacle Course, as available, which are depicted below.

IVC Track and Field



POST Obstacle Course





## Rhonda Ruiz

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**From:** Hollar, Carrie@POST <Carrie.Hollar@post.ca.gov>  
**Sent:** Wednesday, October 9, 2024 3:31 PM  
**Subject:** Potential Increase in PC832 students

Good afternoon PC832 Presenters,

It has been brought to my attention that you may be receiving an increase in the request to send students to your PC832 course(s). This is because jail deputies are required to have the PC832 course prior to being appointed as a peace officer; there may have been a misunderstanding on the timeframe the training was required.

If you begin to receive a demand for the course and want to talk about increasing the number of presentations you present or the number of students, please contact your course approver to discuss options.

Thank you,

### Carrie Hollar

Bureau Chief | Basic Training Bureau  
(916) 227-4661 | desk

CA Commission on Peace Officer Standards and Training (POST)  
860 Stillwater Road, Suite 100, West Sacramento, CA 95605



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