

**FIVE-YEAR AGREEMENT MA-060-13010027
BETWEEN THE
COUNTY OF ORANGE
AND THE
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

THIS AGREEMENT, hereinafter referred to as "Agreement", is made and entered as of the date fully executed by and between the RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "DISTRICT" and the COUNTY OF ORANGE, a political subdivision of the State of California, hereinafter referred to as "COUNTY."

RECITAL:

WHEREAS, COUNTY desires to contract with DISTRICT for Registration and Tuition Fees for Criminal Justice Academy Classes and;

WHEREAS, DISTRICT has the personnel, expertise and equipment to provide the special services required herein, and;

WHEREAS, DISTRICT is agreeable to providing such services on the terms and conditions hereinafter set forth by this AGREEMENT;

WHEREAS, DISTRICT has cooperated with COUNTY for a number of years in the training programs;

WHEREAS, there is mutual benefit to COUNTY and DISTRICT in continuing their relationship in providing the training programs, which includes permitting the attendance of students who have not been hired or sponsored by public police agencies;

NOW, THEREFORE, COUNTY and DISTRICT mutually agree as follows:

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A. TERM:

The term of this Agreement shall be for five (5) years, commencing on September 18, 2012 and terminating ~~September 17, 2017~~ March 31, 2018, unless earlier terminated by either party in the manner set forth herein.

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B. OPTIONAL TERMINATION:

COUNTY or DISTRICT may terminate this Agreement, without cause, upon one hundred and eighty (180) days written notice to the other party.

C. PROVISIONS OF THE AGREEMENT:**1. DISTRICT'S RESPONSIBILITIES:**

- a. Services – DISTRICT'S responsibilities shall be to diligently furnish to the COUNTY the services as set forth in Attachment A, hereby incorporated in this Agreement by this reference.

D. PAYMENT:

1. Registration and Tuition Fees – The fees to be paid by COUNTY for the services as set forth in Attachment A, hereby incorporated in this Agreement by Reference.
2. The DISTRICT shall invoice the COUNTY in advance, supplying mutually acceptable documentation of student contact hours for each class.

E. INDEMNIFICATION:

COUNTY, its officers, agents, and employees shall not be deemed to have assumed any liability for the negligence or any other act or omission of DISTRICT or any of its officers or employees.

DISTRICT shall indemnify, defend with counsel approved by COUNTY, and hold COUNTY, its officers, agents, employees and independent contractors free and harmless from any claim or liability whatsoever, based or asserted upon any act or omission of DISTRICT, its officers, agents, employees, subcontractors and independent contractors related to this Agreement, for property damage, bodily injury or death, or any other element of damage of any kind or nature, and DISTRICT shall defend, with counsel approved by COUNTY, at DISTRICT'S expense including attorney fees, COUNTY, its officers, agents employees, and independent contractors in any legal action or claim of any kind based upon such alleged acts or omission.

COUNTY shall indemnify, defend with counsel approved by DISTRICT, and hold DISTRICT, its officers, agents, employees and independent contractors, free and harmless from any claim or liability whatsoever, based or asserted upon any act or omission of COUNTY, its officers, agents, employees, subcontractors and independent contractors related to this Agreement for property damage, bodily injury or death, or any other element of damage of any kind or nature, and COUNTY shall defend, with counsel approved by DISTRICT, at COUNTY'S expense including attorney fees, DISTRICT its officers, agents, employees and independent contractors in any legal action or claim of any kind based upon such alleged acts or omissions.

F. NOTICES:

All notices authorized or required by this Agreement shall be effective when writing and deposited in the United States mail, first class postage prepaid and addressed as follows:

DISTRICT:

Rancho Santiago Community College District
Attn: Vice Chancellor, Business Operations and Fiscal Services
2323 North Broadway
Santa Ana, CA 92706
Ph: (714) 480-7340
Fx: (714) 796-3935

COUNTY:

Sheriff-Coroner Department
1900 West Katella Avenue
Orange, CA 92867
Attention: Training Division Captain
Ph: (714) 538-9668
Fx: (714) 538-4959

Termination notices shall be effective when written and deposited in the United States mail, certified, return receipt requested and addressed as above.

G. TIME IS OF THE ESSENCE:

Time is of the essence for each of the provisions of this Agreement, and all the provisions of this Agreement, shall extend to and be binding upon the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

H. ALTERATION OF TERMS:

This Agreement fully expresses all understanding of DISTRICT and COUNTY with respect to the subject matter of this Agreement, and shall constitute the total Agreement between the parties for these purposes. No addition to, or alteration of, the terms of this Agreement shall be valid unless made in writing, formally approved and executed by duly authorized agents of both parties.

(Signature page follows)

IN WITNESS WHEREOF, the parties have executed this Agreement **MA-060-13010027** in the County of Orange, State of California.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

BY: _____
DISTRICT: Peter J. Hardash, Vice Chancellor
Business Operations/Fiscal Services

DATE: _____

COUNTY OF ORANGE,
a political subdivision of the State of California

BY: _____
COUNTY: John M.W. Moorlach
Chairman of the Board of Supervisors

DATE: _____

Signed and certified that a copy of this
document has been delivered to the Chair
of the Board per G.C. Sec. 25103, Reso 79-1535
Attest:

Susan Novak
Clerk of the Board of Supervisors
Orange County, California

Approved as to Form
Office of the County Counsel
Orange County, California

By: _____
Deputy

DATED: _____

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ATTACHMENT A**SCOPE OF WORK**

1. **Scope of Services:** District shall provide Criminal Justice Academy Classes for the Sheriff's Department recruits. The recruits in the Sheriff's Criminal Justice Academy shall be able to obtain college credits for courses taken as part of their academy training, and their continuing professional development training.
2. **District shall provide** classes deemed of benefit to the Orange County Sheriff's Department, and regional law enforcement. The classes to be presented will be selected based on the mutual agreement of the OCSD Training Division Commander, and the Santa Ana College Assistant Dean of Criminal Justice. **The following classes are a partial list representing class offerings:**

<u>CLASS</u>	<u>UNITS</u>	<u>FEE*</u>
a. Basic Police Academy	19.8	\$910.80
b. Level 1 Modular Academy	9.1	\$418.60
c. Level 2 Modular Academy	4.5	\$207.00
d. Level 3 Modular Academy	3.6	\$165.60
e. Custody Service Assistant Course	7.0	\$322.00
f. Corrections Office Core Course	4.0	\$184.00
g. Basic Supervisory Course	1.6	\$73.60
h. Field Training Officer Course	0.8	\$36.80

Contract shall not exceed \$190,000.00/year.

*The tuition unit rate is set by the State Legislature and is subject to change. It is currently at \$46.00/per unit.