AMENDMENT NUMBER TWO
TO
CONTRACT MA-060-13010027
BETWEEN THE
COUNTY OF ORANGE
AND
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

This AMENDMENT NUMBER TWO to CONTRACT number MA-060-13010027 (hereinafter "AMENDMENT NUMBER TWO") between the County of Orange, a political subdivision of the State of California (hereinafter "COUNTY") and **Rancho Santiago Community College District** (hereinafter "DISTRICT") with a place of business at **2323 North Broadway, Santa Ana, CA 92706**, is made and entered upon execution of all necessary signatures.

RECITALS

WHEREAS, COUNTY and DISTRICT executed CONTRACT on September 11, 2012 for Registration and Tuition Fees for Criminal Justice Academy Classes, as Contract MA-060-13010027 (hereinafter "ORIGINAL CONTRACT"), for a five (5) year term of September 18, 2012 through and including September 17, 2017; and

WHEREAS, COUNTY and DISTRICT extended the ORIGINAL CONTRACT on March 14, 2017, to continue providing services for an additional term of September 18, 2017 through and including March 31, 2018 (hereinafter "AMENDMENT NUMBER ONE");

WHEREAS, COUNTY and DISTRICT desire to extend the ORIGINAL CONTRACT for an additional one (1) year term of April 1, 2018 through and including March 31, 2019 and the DISTRICT has agreed to continue to provide those services at the rates set forth in the ORIGINAL CONTRACT (hereinafter "AMENDMENT NUMBER TWO");

NOW THEREFORE, in consideration of the mutual obligations set forth herein, both COUNTY and DISTRICT agree as follows:

1. ARTICLES

a. Additional Terms and Conditions, **Section A -Term of Contract,** of the ORIGINAL CONTRACT is amended to read in its entirety as follows:

A. Term of Contract:
This Contract shall commence upon execution of all necessary signatures, and continue in effect from 9/18/2012 through and including 3/31/19, unless otherwise terminated by COUNTY or DISTRICT. The

period of 9/18/12 through and including 3/31/19 shall be known as Contract MA-060-13010027.

2. A true and correct copy of the ORIGINAL CONTRACT (Contract MA-060-13010027) is attached hereto as Exhibit A and incorporated by this reference.

3. A true and correct copy of AMENDMENT NUMBER ONE (Contract MA-060-13010027) is attached hereto as Exhibit B and incorporated by this reference.

4. All other provisions of the ORIGINAL CONTRACT and AMENDMENT ONE, to the extent they are not inconsistent with this AMENDMENT NUMBER TWO, remain unchanged and in full force and effect. All obligations of the Parties that would have been terminated on March 31, 2018 are hereby extended to March 31, 2019.

(Signature page follows)

IN WITNESS WHEREOF, the Parties have executed AMENDMENT NUMBER TWO to ORIGINAL CONTRACT MA-060-13010027.

***Contractor: Rancho Santiago Community College District**

By:_____ Title:_____

Print Name:_____ Date:_____

**If the contracting party is a corporation, (2) two signatures are required: (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision.*

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

County Of Orange

A political subdivision of the State of California

Sheriff-Coroner Department

By:_____ Title:_____

Print Name: _____ Date: _____

Approved by the Board of Supervisors: _____

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

by: _____

Deputy

Exhibit A

ORIGINAL CONTRACT (Contract number MA-060-13010027)

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 speical 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, unless earlier terminated by either party in the manner set forth herein.

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 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, adminstrators, 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 A greement **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: 8/22/12

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

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

DATE: 9-11-12

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: 08.29.12

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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 enforcment. 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:**

CLASS	UNITS	FEE*
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.

Exhibit B

AMENDMENT NUMBER ONE (Contract number MA-060-13010027)

AMENDMENT NUMBER ONE
TO
CONTRACT MA-060-13010027
BETWEEN THE
COUNTY OF ORANGE
AND
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

This AMENDMENT NUMBER ONE to CONTRACT number MA-060-13010027 (hereinafter "AMENDMENT NUMBER ONE") between the County of Orange, a political subdivision of the State of California (hereinafter "COUNTY") and **Rancho Santiago Community College District** (hereinafter "DISTRICT") with a place of business at **2323 North Broadway, Santa Ana, CA 92706**, is made and entered upon execution of all necessary signatures.

RECITALS

WHEREAS, COUNTY and DISTRICT executed CONTRACT on September 11, 2012 for Registration and Tuition Fees for Criminal Justice Academy Classes, as Contract MA-060-13010027 (hereinafter "ORIGINAL CONTRACT"), for a five (5) year term of September 18, 2012 through and including September 17, 2017; and

WHEREAS, COUNTY and DISTRICT desire to extend the ORIGINAL CONTRACT for an additional term of September 18, 2017 through and including March 31, 2018 and the DISTRICT has agreed to continue to provide those services at the rates set forth in the ORIGINAL CONTRACT;

NOW THEREFORE, in consideration of the mutual obligations set forth herein, both COUNTY and DISTRICT agree as follows:

1. ARTICLES

   a. Additional Terms and Conditions, **Section A -Term of Contract,** of the ORIGINAL CONTRACT is amended to read in its entirety as follows:

      A. Term of Contract:
      This Contract shall commence upon execution of all necessary signatures, and continue in effect from 9/18/2012 through and including 3/31/18, unless otherwise terminated by COUNTY. The period of 9/18/12 through and including 3/31/18 shall be known as Contract MA-060-13010027.

2. A true and correct copy of the ORIGINAL CONTRACT (Contract MA-060-13010027) is attached hereto as Exhibit A and incorporated by this reference.

3. All other provisions of the ORIGINAL CONTRACT, to the extent they are not inconsistent with this AMENDMENT NUMBER ONE, remain unchanged and in full force and effect. All obligations of the Parties that would have been terminated on September 17, 2017 are hereby extended to March 31, 2018.

(Signature page follows)

IN WITNESS WHEREOF, the Parties have executed AMENDMENT NUMBER ONE to ORIGINAL CONTRACT MA-060-13010027.

***Contractor: Rancho Santiago Community College District**

By: _____ Title: Vice Chancellor, Business Operations & Fiscal Services

Print Name: Peter J. Hardash Date: 2/28/17

*If a corporation, the document must be signed by two corporate officers. The first signature must be either the Chairman of the Board, President, or any Vice President. The second signature must be the secretary, an assistant secretary, the Chief Financial Officer, or any assistant treasurers. **In the alternative, a single corporate signature is acceptable when accompanied by a corporate document demonstrating the legal authority of the signature to bind the company.**

County Of Orange

A political subdivision of the State of California

Sheriff-Coroner Department

By: _____ Title: SHERIFF-CORONER

Print Name: SANDRA HUTCHENS Date: 3/7/2017

_____ PURCHASING MANAGER 3/14/17

DWIGHT PIPPIN

Approved by the Board of Supervisors: 3/14/2017

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

by _____
Deputy