

**BETWEEN THE  
COUNTY OF ORANGE  
AND THE  
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

THIS AGREEMENT, hereinafter referred to as “Agreement”, is entered into the First day of January 2011, which date is enumerated for purposes of reference only, 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.”

**WITNESSETH:**

WHEREAS, COUNTY presently conducts training programs for law enforcement personnel through the Sheriff-Coroner Department, hereinafter referred to as “SHERIFF;”

WHEREAS, the training is held at various locations including but not limited to: SHERIFF’s Training Academy, located at Santa Ana College’s facilities, 15991 Armstrong Avenue, Tustin, California; and at the Orange County Peace Officers’ Training Facility, 1900 West Katella Avenue, Orange, California;

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;

WHEREAS, DISTRICT may obtain funds from the State of California for students attending such programs thus reducing the cost to COUNTY because of services and equipment provided by DISTRICT; and

WHEREAS, COUNTY is authorized to engage in such programs, pursuant to Government Code Section 26227.

**NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:**



**A. TERM:**

The term of this Agreement shall be for five (5) years, commencing January 1, 2011 and terminating December 31, 2015, 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. SERVICES BY COUNTY:**

COUNTY, through its SHERIFF and deputies, officers and employees, shall render to DISTRICT, space and services for training programs as follows:

**1. Facilities**

COUNTY shall permit non-exclusive use of the buildings and facilities located at 1900 West Katella Avenue, Orange, California 92867; including, but not limited to, necessary classroom and related office facilities. COUNTY shall maintain these facilities.

**2. Supervisory and Clerical Support**

SHERIFF shall provide administrative supervision, training staff, and clerical services necessary for operation of the training programs.

**3. Course Scheduling**

SHERIFF shall report training programs to the DISTRICT in a timely manner so the DISTRICT can meet required filing deadlines.

SHERIFF and DISTRICT agree to consult and cooperate regarding any changes in curriculum, hours, units of credit, or other course changes, but the decision of DISTRICT as to all academic matters, and compliance with educational requirements imposed by law shall be final.

**4. Course Outlines**

SHERIFF shall permit DISTRICT to have access to its existing current course outlines and 'State Peace Officers Standards and Training (POST) approved course outlines.

**5. Instructors**

Instructors who teach courses within the scope of this Agreement shall be selected by SHERIFF'S Training Division, subject to the advice and approval of DISTRICT, by its liaison representative and by its Board and Trustees.

Each instructor shall prepare and submit to the SHERIFF and the DISTRICT, an

instructional outline of the course to be taught. DISTRICT shall be permitted to review examinations used for the awarding of grades, and to supervise the grading process.

Most instructors shall be employees of SHERIFF or other law enforcement agencies. These instructors shall, if they are working an assigned shift for their employing agency during their hours of instruction, be paid by that agency as part of their normal compensation and no additional compensation shall be paid to such employee for such instruction. DISTRICT shall pay all instructors of DISTRICT approved courses for instructional time, when said instructors are not being paid by another employing agency. Such instructors shall certify in writing that they are not otherwise being paid for the instructional time.

SHERIFF'S Training Division instructors shall provide DISTRICT representatives with all information regarding enrollment, attendance, and instructor records necessary to meet DISTRICT'S course credit requirements.

#### **D. SERVICES BY DISTRICT:**

DISTRICT shall render to SHERIFF, training program space, services and supplies as follows:

##### 1. Facilities

DISTRICT shall permit exclusive and non-exclusive use of agreed upon buildings and facility space located at 15991 Armstrong, Tustin, California 92782; but not limited to, necessary classroom and related office facilities. DISTRICT shall maintain these facilities.

##### 2. Course Outlines

DISTRICT shall provide current course outlines for each course making up the training programs, and shall take steps to keep its college catalogue current with regard thereto.

##### 3. Scheduling

DISTRICT shall schedule all portions of the training programs which have been approved by SHERIFF to be part of the course offered by DISTRICT, and which have also been approved by DISTRICT'S curriculum council and its Board of Trustees, and which have been published in the current college catalogue.

##### 4. Clerical Support

Upon request of SHERIFF, DISTRICT agrees to provide clerical assistance as available, and as reasonably required by the training programs.

##### 5. DISTRICT'S Income and Indirect Costs

DISTRICT shall use a portion of the income received by DISTRICT from the State, Full Time Equivalence Student (FTES) funding, to provide SHERIFF'S training programs with the following:

- a. Supplies
- b. Personnel
- c. Instructional equipment/services
- d. Communication/audio-visual equipment and service

- e. Consultants
- f. Contract services
- g. Instructional cost per associates/assistants
- h. Rental and/or repair of equipment
- i. Lease of facilities
- j. Other costs as agreed upon by DISTRICT and SHERIFF
- k. Building Operational Costs
- l. Use of the Facility

6. Payment of Instructors

DISTRICT shall pay those instructors referenced in Subsection C-5 of this Agreement, entitled thereto, at the then current rate of pay of DISTRICT'S instructional associates and/or instructional associate assistants (as defined by DISTRICT'S Classified Salary Schedule, or part-time instructors (as defined by DISTRICT'S provisions governing the Certificated Salary Schedule), except for laboratory field assignments for which the rate of pay shall be the current rate, as stated in the applicable DISTRICT'S Certificated Salary Schedule. Instructors shall be required to submit attendance information to DISTRICT'S representative on a schedule determined by DISTRICT.

7. DISTRICT'S Representatives

DISTRICT shall appoint representatives who shall have authority to represent DISTRICT in all matters relating to this Agreement. These representatives shall be employees of DISTRICT, whose duties shall also include supervision of instruction of all applicable courses. The representatives shall be the "instructors of Record" for all courses pursuant to this Agreement for which college units of credit are awarded.

DISTRICT'S representatives shall coordinate enrollment for all courses offered pursuant to this Agreement, payroll and attendance recording. DISTRICT'S representatives shall provide academic counseling for students and inform them of DISTRICT services available to them.

8. Student Benefits

All students enrolled in courses pursuant to this Agreement shall enjoy all rights and privileges, which are held by other DISTRICT students. Including, but not limited to: special instruction, use of the library and learning center, counseling, student body activities, and veterans' benefits.

9. Reimbursement for Clerical Support

DISTRICT agrees to reimburse COUNTY for the cost of one (1) information Processing Technician and one (1) SHERIFF Facilities Maintenance Specialist I, from its State Full Time Equivalence Student (FTES) funding revenue, in an amount not to exceed ~~One Hundred Ten Thousand Dollars (\$110,000.00)~~ One Hundred and Forty-Four Thousand Dollars (\$144,400.00) annually. The Information Processing Technician and SHERIFF Facilities Maintenance Specialist I are to be employed by SHERIFF, as support for DISTRICT and required work with SHERIFF'S Training Division.

Annually, by April 30<sup>th</sup> SHERIFF shall notify DISTRICT in writing of the cost of the Information Processing Technician and the SHERIFF Facilities Maintenance Specialist I for the next fiscal year.

DISTRICT shall pay SHERIFF for the cost of the positions in four (4) equal installments. The installments shall be paid to SHERIFF by October 15, January 15, April 15 and June 30 of each

DISTRICT may terminate funding of these positions should the FTES fall below 350 units in a single fiscal year. If this occurs, DISTRICT will notify SHERIFF in writing one hundred eighty (180) days in advance of this action.

**E. FEES:**

DISTRICT shall not charge COUNTY a fee arising out of this Agreement unless mandated by law. Notification to SHERIFF in writing of such fees (i.e., enrollment fee) will be immediate upon DISTRICT'S notification from the California Community College Chancellor's Office.

In consideration of the support provided pursuant to Subsection D-5, COUNTY will waive fees for the training of non-sponsored attendees other than Orange County law enforcement employees who are designated by their department heads to attend SHERIFF'S Training Academy.

**F. OPEN ENROLLMENT:**

DISTRICT AND COUNTY shall abide with the provisions stated in penal Code Section 832.3, and Education Code Section 84500.

**G. NOTICES:**

Except for the notices provided for in Subsection 2 of this Section, all notices authorized or required by this Agreement shall be effective when written and deposited in the United States mail, first class postage prepaid and addressed as follows:

DISTRICT:  
Rancho Santiago Community College District  
2323 North Broadway  
Santa Ana, CA 92706-1640  
Attention: Peter Hardash  
PH: (714) 480-7340  
FX: (714) 796-3935

COUNTY:  
Sheriff-Coroner Department  
1900 West Katella Avenue  
Orange, CA 92667  
Attention: Training Division Captain

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

**H. STATUS OF COUNTY AND DISTRICT:**

COUNTY is, and shall at all times be deemed to be, an independent contractor. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between DISTRICT and COUNTY or any of COUNTY'S agents or employees. COUNTY, its agents or employees, shall not be entitled to any rights or privileges of DISTRICT employees, and they shall not be considered in any manner to be DISTRICT employees.

DISTRICT is and shall at all times be deemed to be, an independent contractor. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and

agent, between COUNTY and DISTRICT or any of DISTRICT’S agents or employees. DISTRICT, its agents and employees, shall not be entitled to any rights or privileges of COUNTY employees, and they shall not be considered in any manner to be COUNTY employees.

**I. 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.

**J. 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.

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**IN WITNESS WHEREOF**, the parties have executed this Agreement **MA-060-11010909** 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: \_\_\_\_\_  
Chairman of the Board of Supervisors

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:

\_\_\_\_\_  
Darlene J. Bloom  
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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