

AGREEMENT MA-060-21010186

REGARDING USE OF DISTRICT FACILITIES AND THE PROVISION OF
INSTRUCTIONAL SERVICES AGREEMENT

BETWEEN

THE COUNTY OF ORANGE, THROUGH ITS SHERIFF-CORONER DEPARTMENT

AND

THE RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
ON BEHALF OF SANTA ANA COLLEGE

TABLE OF CONTENTS

RECITALS4-5

AGREEMENT 5

 I. EDUCATIONAL COURSES AND PROGRAMS – OBLIGATIONS OF THE PARTIES.....5-10

 II. USE OF FACILITIES.....10-11

 III. JOINT RESPONSIBILITIES11-12

 IV. INDEPENDENT CONTRACTOR..... 12

 V. FORCE MAJEURE.....12

 VI. CONFIDENTIALITY12

 VII. COMPLIANCE WITH LAWS.....12

VIII. CONTINGENCY OF FUNDS..... 12-13

 IX. DRUG-FREE WORKPLACE.....13-14

 X. NEWS/INFORMATION RELEASE.....14

 XI. PRECEDENCE.....14

 XII. IDEMNIFICATION AND LIABILITY14-15

XIII. INSURANCE REQUIREMENTS..... 15

XIV. TERM OF AGREEMENT, EXTENSIONS, AND TERMINATION.....15-16

 XV. AUTHORITY; DOCUMENTATION REVIEW, AUDIT, AND RETENTION 16

XVI. OWNERSHIP OF WRITINGS, ETC. PRESENTED IN TRAINING PROGRAM 16

XVII. PRIOR AGREEMENTS NULL AND VOID..... 16

XVIII. NOTICES..... 17

 XIX. WAIVER17-18

 XX. APPLICABLE LAW, VENUE, INTERPRETATION 18

 XXI. SEVERABILITY 18

 XXII. ASSIGNMENT..... 18

XXIII. EXECUTION BY FACSIMILE OR IN COUNTERPARTS 18

XXIV. NO DISCRIMINATION 18

XXV. APPROVAL 19

XXVI. AGREEMENT 19

SIGNATURE PAGE..... 20

ATTACHMENT A, PAYMENT AND COMPENSATION..... 21

EXHIBIT I, SAMPLE RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
INDIVIDUAL INSTRUCTOR SERVICES AGREEMENT.....22-24

AGREEMENT REGARDING USE OF DISTRICT FACILITIES AND THE PROVISION OF
INSTRUCTIONAL SERVICES

BETWEEN
 THE COUNTY OF ORANGE, THROUGH ITS SHERIFF-CORONER DEPARTMENT
 AND
 THE RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
 ON BEHALF OF SANTA ANA COLLEGE

THIS AGREEMENT (the “Agreement”) is dated and effective October 1, 2020 (“Effective Date”) between the County of Orange, a political subdivision of the State of California, acting by and through its Orange County Sheriff-Coroner Department (“County,” or “Sheriff,” or “Department” as the circumstances may dictate), and the Rancho Santiago Community College District, on behalf of Santa Ana College, a California community college district and political subdivision of the State of California (“District” or “Santa Ana College,” as the circumstances may dictate). County and District are also referred to collectively as the “Parties” and individually as “Party.” The term of this Agreement shall be as set forth in Section XIV., below.

RECITALS

WHEREAS, the County, by and through the Sheriff, and in conjunction with the District, conducts basic and advanced training programs and courses for Sheriff personnel and outside Law Enforcement Agency personnel that are approved by the Commission on Peace Officer Standards and Training (POST) and Standards and Training for Corrections (STC), and which are also attended by students of the District who have not been hired or sponsored by public law enforcement agencies; and

WHEREAS, the County desires to affiliate with the District in order to have such training programs and courses approved for college credit through the District at its Santa Ana College facilities and at facilities operated by the County; and

WHEREAS, Santa Ana College is an accredited educational institution empowered to grant college credits for educational training courses, and therefore, subject to Federal law, the laws of the State of California, the Regulations of the Board of Governors of the California Community Colleges, in general, and specifically as they relate to the offering of courses for credit; and

WHEREAS, in order to maintain its accreditation status, Santa Ana College must remain in full compliance with the eligibility requirements and accreditation standards of the Accrediting Commission for Community and Junior Colleges, Western Association of Schools and Colleges (“ACCJC”); and

WHEREAS, the District may obtain apportionment funding from the State of California based on the number of Full Time Equivalent Students (“FTES”) enrolled in the training programs and courses; and

WHEREAS, the Parties agree that in order for the District to be able to provide the facilities and instructional services set forth herein, the programs and courses offered pursuant to this Agreement must be offered in such a manner that the program generates sufficient apportionment funding such that the cost of providing the facilities and instructional services agreed to herein does not reduce or limit the District's ability to fund other programs and activities offered by the District and its colleges; and

WHEREAS, there is mutual benefit to County and District in continuing their relationship in providing the training programs and courses; and

WHEREAS, the Orange County Board of Supervisors, pursuant to Government Code Section 26227, has authorized the Sheriff to collaborate with the District in providing such training courses and programs;

NOW, THEREFORE, in consideration of the promises and the mutual covenants set forth in this Agreement, the Parties agree as follows:

AGREEMENT

I. EDUCATIONAL COURSES AND PROGRAMS – OBLIGATIONS OF THE PARTIES

A. Educational Courses and Programs: The District will offer, at its Santa Ana College Criminal Justice Academy facility, located at 15991 Armstrong Ave., Tustin, CA 92782, and at the County's facility located at 1900 West Katella Avenue, Orange, California 92867, mutually agreed upon and approved educational programs and courses to meet the needs of the County and its Sheriff's Department Criminal Justice Academy. Courses and programs will be designed for entry level and advanced law enforcement personnel, offered in various formats depending on the subject matter being taught, and certified by POST and STC Commissions.

1. Obtaining State Apportionment Funding based on Student Attendance in the Courses and Programs Contemplated by this Agreement It is an essential element of this Agreement that the attendance of students pursuant to this Agreement shall be credited to the District for purposes of receiving apportionment funding from the State. The County shall cooperate at all times in assisting the District to accomplish this purpose, and will act in accordance with the requirements of this Agreement, as well as comply with such other lawful requests for assistance as the District may deem necessary in order to receive apportionment funding based on the student attendance associated with this Agreement.

2. County Certification of No Other Funding Sources By entering into this Agreement, the County certifies that the courses and programs to be conducted, and for which District shall pay the County pursuant to Section

I.G, will not be fully funded by other sources. (See Education Code § 84752 and 5 CCR §§ 58050, 58051, and 58051.5).

3. Open Enrollment Enrollment in courses and programs eligible for college credit and District receipt of apportionment funding shall be open to any persons who have been admitted to Santa Ana College (“District students”) and have met any applicable prerequisites pursuant to District policy and the Title 5 of the California Code of Regulations (hereinafter “Title 5”). (See 5 CCR §§ 51006(a), 58050, 58051, and 58051.5.)
4. Prerequisites The parties agree that the Santa Ana College Criminal Justice Academies facility shall be clearly identified as being open to the general public, but enrollment may be limited to those who meet such prerequisites as may be established pursuant to the California Code of Regulations. (See 5 CCR §§ 51006(a), 55003.) Similarly, courses and programs offered at the County’s Katella Avenue facility for apportionment purposes shall be clearly identified as being open to the general public, but enrollment may be limited to those who meet such prerequisites as may be established pursuant Title 5. (See 5 CCR §§ 51006(a), 55003.)
5. Approval of Curriculum Courses and programs to be provided shall be deemed by the Sheriff’s Department as being of benefit to Sheriff personnel and regional law enforcement. The District and the County shall be jointly responsible for assuring that the courses and programs contemplated by this Agreement are approved by the Santa Ana College’s curriculum committee as meeting Title 5 course standards and that the District’s Board of Trustees has approved the courses and programs. The District will only offer and seek apportionment for courses and programs approved by the Office of the Chancellor of the California Community Colleges, or as otherwise authorized by law.

B. District Review of Instructors and Materials: Instructors who teach courses within the scope of this Agreement shall be selected initially by the Sheriff’s Training Division. The District will review the qualifications of all training instructors employed for the purpose of teaching courses and programs pursuant to the scope of this Agreement (referred to herein as “Instructors”) and evaluate the quality of instruction and instructional materials to ensure that they meet the needs of the students, the policies and procedures of the District, the regulations of the Board of Governors of the California Community Colleges, and the accreditation requirements of the ACCJC.

1. The Instructors shall meet the minimum qualifications for instruction in vocational subjects in a California community college and for other similar courses given at the District. The District shall have the primary right to control and direct the instructional activities of the Instructors

pursuant to Title 5, sections 58050 et seq. Each Instructor shall at least annually complete an Individual Instructor Services Agreement (Exhibit I).

2. Each Instructor shall complete the District's process for employment as a part-time temporary ("adjunct") faculty member, including but not limited to the District's application for employment, provision of unofficial transcripts, satisfaction of the requirement for tuberculosis testing, fingerprinting as required by Education Code section 87013 ("LiveScan"), and District receipt of official transcripts.
3. The County and District shall each designate one or more members of its training staff as being responsible for ensuring that each course offered pursuant to this Agreement complies with Title 5, section 51006. The County shall ensure the County's Instructors timely execute an Individual Instructor Services Agreement.
4. The County shall notify the District within five (5) days of any change in designation of an Instructor. The County shall also provide the District with the information necessary to execute a replacement Individual Instructor Services Agreement.
5. As required by Title 5, section 55630(c), the District and the County shall document that as to each course or program, they have determined: 1) the enrollment period; 2) student enrollment fees; 3) the number of class hours sufficient to meet the stated performance objective; 4) how supervision and evaluation of students will occur; and 5) the process for withdrawal of students prior to course or program completion.
6. The County and the District shall conduct all aspects of this Agreement in accordance with all applicable sections of Title 5, including but not limited to sections 51006, 53410, 55002, 55003, 55005, 55230, 55232, 58050, 58051(c)-(g), 58051.5, 58056, 58058(b), 58102, 58104, 58106, 58108, 78015, 84752, and guidelines for instructional service agreements between community colleges and public agencies as published by the Chancellor's Office of the California Community Colleges.

C. County and District Support:

The County will provide support staff and additional personnel, including clerical; equipment, including but not limited to training equipment (e.g. ammunition, bullet proof vest, eye and ear protective gear, lethal or less than lethal equipment for shooting at the ranges, uniforms); materials (e.g. books, training packets); day-to-day management support; on-site supervision; contract services; and other related services necessary to conduct the educational courses and programs offered under this Agreement.

The District will provide support staff and additional personnel, including clerical; materials; day-to-day management support; on-site supervision; contract services; and other related services necessary to conduct the educational courses and programs offered under this Agreement.

District and County shall also provide support as noted in section II.C.

D. Instructor Compensation:

1. Instructors who are employees of the County shall also be employees of the District for purposes of enabling the District to receive state apportionment funding based on the number of FTES generated by this Agreement. If these Instructors are working an assigned shift for their employing agency during their hours of instruction, they shall be paid by the County as part of their normal compensation and no additional compensation shall be paid to such employee for such instruction. If these Instructors are not working an assigned shift for their employing agency during their hours of instruction, they shall be paid by the District as described in Section I.D.2.
2. The District shall pay all Instructors of District-approved courses for instructional time in accordance with the District's salary schedule for part-time, temporary faculty, when said Instructors are not being paid by another employing agency. (See Education Code § 87482.5.)
3. No Instructor employed by the District on a part-time, temporary basis may be permitted by either Party to work more than the statutorily required percentage of the hours per week considered a full-time assignment for regular employees having comparable duties. (Education Code § 87482.5.)

E. Attendance Accounting and Instruction:

1. District shall schedule at its Criminal Justice Academy facility, consistent with Section III. A. below, portions of the training programs and courses that have been: a) mutually approved by the Sheriff and offered by the District, b) approved in accordance with the District's policies and procedures and the Board of Governor's regulations, and c) published in the current College catalogue.
2. County shall schedule at its facility located at 1900 West Katella Avenue, consistent with Section III.B. below, portions of the training programs and courses that have been: a) approved by the Sheriff to be offered by the District, b) approved in accordance with the District's policies and procedures and the Board of Governor's regulations, and c) published in the current College catalogue.

3. Student Enrollment Information: The District and County shall be jointly responsible for assuring that all necessary application, enrollment, attendance, grading, and supporting documentation for students enrolled in the training programs and courses is submitted in a complete and timely manner. In order for the District to be able to timely submit course and program documentation, all application, enrollment, attendance, grading and supporting documentation, including the OCSD Course Roster, shall be submitted to the District no later than three working days following the closing date of each course section.
 4. Records of student attendance and achievement will be maintained by the County. Records will be open for review at all times by the District.
 5. The District may at any time request, receive, and review class rosters, attendance records and grade sheets. District shall, upon request, be permitted to review examinations used for the awarding of grades and to supervise the grading process.
 6. District shall provide County a monthly District Class Profile Report reflecting course name and student attendance hours.
- F. Students who receive instruction pursuant to this Agreement shall be enrolled at Santa Ana College, and the instruction provided shall be under the control and management of the District's Board of Trustees and Santa Ana College. The Parties shall not charge students who receive instruction pursuant to the Agreement any additional tuition, fees, or charges of any kind beyond those the District is required to charge, or may charge, as a matter of law.
1. Where appropriate, students may be charged for material fees in accordance with District policy and procedures, as well as the regulations of the Board of Governors.
 2. The District will assist the Sheriff's Department in student registration procedures, associated paperwork, and other support services.
- G. Payment to County: The District agrees to pay the County for costs associated with the operation of all training programs and courses, at a rate of \$1.50 per student hour for all classes pursuant to the program. (See 5 CCR § 58003.1). Payment to County will be determined as follows:
1. County shall provide District a Course Roster showing the student attendance course hours. These reports will be submitted upon the completion of each course per Section I.E.3.
 2. County will validate the District Class Profile Report to the OCSD Course Roster per Section I.E.3 and prepare the annual invoice according to the Payment and Compensation per Attachment A.

3. District shall pay County in one annual payment for actual student course hours attended according to OCSD Course Rosters submitted to the College.
4. Payment will represent prior fiscal year (July 1st through June 30th). The invoice will be generated by August 31st and shall be paid to the County by October 1st of each fiscal year covered by this Agreement.

II. USE OF FACILITIES

- A. Use of District Facilities: The District will provide the nonexclusive use of its facilities at the Santa Ana College Criminal Justice Academy, located at 15991 Armstrong Ave., Tustin, CA 92782, free of charge, except as provided elsewhere in this Agreement, for use by the County's Sheriff's Department in conjunction with the programs and courses contemplated by this Agreement, on an as-needed, and space available basis. To the extent possible, the District will provide these facilities during normal business hours and at such other times as the Parties' representatives may agree to in writing.
- B. Use of County Facilities: The County will provide the nonexclusive use of its facilities located at 1900 West Katella Avenue, Orange, California 92867, free of charge for purposes of this Agreement, except as provided elsewhere in this Agreement, for use by the County's Sheriff's Department in conjunction with the programs and courses contemplated by this Agreement, on an as-needed, and space available basis. To the extent possible, the County will provide these facilities during normal business hours, and at such other times as the Parties' representatives may agree to in writing.
- C. District and County Facilities: Except as noted herein, each Party shall be responsible and pay for the necessary day-to-day management support, on-site supervision, and other related services and supplies necessary to conduct the training courses and programs offered under this Agreement.
 1. County shall provide the following for both facilities:
 - a. Maintenance of building
 - b. Janitorial services & supplies
 - c. Janitorial equipment
 - d. Landscape
 2. District shall provide the following for both facilities:
 - a. Instructional equipment/services & supplies

- b. Communication/audio-visual equipment
- c. Rental and/or repair of instructional equipment, including classroom visual and audio equipment (tables, computers, and projectors, etc.)

3. Mutual responsibility will include the Lease of Additional Facilities.

District is responsible for managing and providing the classroom related equipment and supplies in II.C.2.a-c, II. C.3. and the support in I.C. for the courses and programs conducted at the Training Facility, the Santa Ana College Criminal Justice Academy at 15991 Armstrong Avenue, Tustin, CA 92782. Although County is responsible for the general management and maintenance of the Training Facility at 1900 West Katella Avenue, Orange, CA 92867 (“Training Facility”), the District is responsible for providing the Katella facility classroom related equipment and supplies in II.C.2.a-c, II.C.3. and the support in I.C. for the courses and programs conducted at the Training Facility.

Facilities made available pursuant to this Agreement shall be managed and maintained in such condition that each facility meets all applicable federal, state, and local health regulations and that the facilities are adequate for the courses and programs offered and the number of students projected to attend.

III. JOINT RESPONSIBILITIES

- A. Annual Planning Meeting: County and District shall conduct a minimum of one annual planning meeting on or before May 31st of each fiscal year or on an as needed basis to meet the training program’s needs and discuss the following:
 - 1) The type of courses and trainings to be offered, the scheduling of the courses to be offered, and identification of the location for the courses and trainings.
 - 2) The decisions reached shall be memorialized and the agreed Course and Training Catalogue shall be published and made available to both Parties. Each Party agrees to use its best efforts to achieve a course and training schedule that is comprehensive and detailed.
 - 3) In the event an agreement is not reached by the Parties, the current Course and Training curriculum will continue.
- B. Community College District Standards: The County shall coordinate with the District to ensure that all personnel, equipment, and materials used in carrying out the Parties’ responsibilities under this Agreement conform to State of California mandated standards governing instructional programs for community colleges.

IV. INDEPENDENT CONTRACTOR

District shall be considered an independent contractor and neither District, its employees, nor anyone working under District shall be considered an agent or an employee of county. Neither, District, its employees or anyone working for District shall qualify for workers' compensation or other fringe benefits of any kind through County.

V. FORCE MAJEURE

Neither District nor County shall be assessed or be found in breach during any delay beyond the time named for the performance of this Agreement caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided District and/or County gives written notice of the cause of the delay to the other party within 36 hours of the start of the delay and avails itself of any available remedies.

VI. CONFIDENTIALITY

District agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Agreement. All such records and information shall be considered confidential and kept confidential by District and District's staff, agents and employees.

VII. COMPLIANCE WITH LAWS

District represents and warrants that services to be provided under this Agreement shall fully comply, at District's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by county in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. District acknowledges that County is relying on District to ensure such compliance, and pursuant to the requirements of paragraph "XII" below, District agrees that it shall defend, indemnify and hold County and County Indemnitees harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.

VIII. CONTINGENCY OF FUNDS

County acknowledges that funding related to this program or portions of funding for this Agreement may be contingent upon state budget approval; receipt of funds from the State of California to District; and inclusion of sufficient funding for the services hereunder in the budget approved by District's Board of Trustees for each fiscal year covered by this Agreement. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, District or County may immediately terminate or modify this Agreement without penalty.

District acknowledges that funding or portions of funding for this Agreement may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year

covered by this Agreement. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Agreement without penalty. County acknowledges that District may obtain apportionment funding from the State of California based on the number of FTES.

IX. DRUG-FREE WORKPLACE

The District hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The District will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by government code section 8355(a)(1).
2. Establish a drug-free awareness program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:
 - a. The dangers of drug abuse in the workplace;
 - b. The organization's policy of maintaining a drug-free workplace;
 - c. Any available counseling, rehabilitation and employee assistance programs; and
 - d. Penalties that may be imposed upon employees for drug abuse violations.
3. Provide as required by Government Code Section 8355(a)(3) that every employee who works under this Agreement:
 - a. Will receive a copy of the company's drug-free policy statement; and
 - b. Will agree to abide by the terms of the company's statement as a condition of employment under this Agreement.

Failure to comply with these requirements may result in termination of the Agreement, and the District may be ineligible for award of any future County agreements if the County determines that any of the following has occurred:

1. The District has made false certification, or
2. The District violates the certification by failing to carry out the requirements as noted above.

X. NEWS/INFORMATION RELEASE

Each party agrees that it will not issue any news releases in connection with either the award of this Agreement or any subsequent amendment of or effort under this Agreement without first obtaining review and written approval of said news releases from the County

through the County's OCSD Public Information Officer and the District through the Santa Ana College's Public Information Officer.

XI. PRECEDENCE

The Agreement consists of this Agreement and its attachments and exhibits. In the event of a conflict between or among the Agreement documents, the order of precedence shall be the provisions of the main body of this Agreement, i.e., those provisions set forth in the recitals and articles of this Agreement, and then the attachments, and then the exhibits.

XII. INDEMNIFICATION AND LIABILITY

- A. District agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from and against any claims, demands or liability of any kind or nature, including but not limited to personal injury, death, or property damage, arising from or related to the services, goods or other performance provided by District pursuant to this Agreement ("Claims").
- B. County agrees to indemnify, defend, and hold District, its officers, employees, and agents harmless from any third party claims, demands or liability for personal injury, death, or property damage, arising from the County's receipt of services, goods or other performance pursuant to this Agreement ("Claims").
- C. In the event that third-party loss is attributed to the concurrent act(s) or omission(s) of both Parties, the ultimate financial responsibility of each Party for said loss shall be apportioned according to the Party's percentage of fault as determined by mutual agreement between the Parties or by a court of competent jurisdiction. Neither party shall request a jury apportionment.
- D. This mutual indemnification shall survive termination of this Agreement or final payment therefore.

XIII. INSURANCE REQUIREMENTS

- A. Insurance and Self Insurance: Without limiting in any way any of the defense, indemnity, and hold-harmless obligations of this Agreement, the Parties each will obtain, pay for, and maintain in full force and effect during the effective dates of this Agreement policies of insurance, or, self-insurance, a memorandum or memoranda of coverage providing coverage as follows:
 1. Commercial General Liability insurance and/or coverage, which shall include coverage for: "bodily injury", "property damage", "advertising injury", and "personal injury", including, but not limited to, coverage for products and completed operations, with combined single policy limits or limits of liability of not less than \$1,000,000 per occurrence and not less

than \$2,000,000 in the aggregate, if the policy or memorandum of coverage is subject to any aggregate policy limit or aggregate limit of liability.

2. Business or Commercial Automobile Liability insurance or coverage written on an “occurrence” basis with policy limits or limits of liability of not less than \$1,000,000 per accident. It must cover owned, hired, non-owned motor vehicles, with a combined single policy limit or limit of liability for bodily injury and property damage of not less than \$1,000,000.
 3. Workers Compensation insurance with statutory limit and Employers’ Liability with a \$1,000,000 limit per occurrence.
- B. Additional Insured Endorsements: Each Party to this Agreement shall cause the Commercial General Liability insurance or self-insurance program required by this Agreement to be endorsed to name the other Party as an additional insured.
- C. Subrogation Waivers: The Workers’ Compensation policy shall be endorsed to state that all rights of subrogation are waived as to each Party to this Agreement.
- D. Proof of Insurance or Coverage: Each Party to this Agreement shall provide to the other Party at least annually, current Certificates of Insurance with endorsements as required by this Agreement of coverage required by this Agreement.

XIV. TERM OF AGREEMENT, EXTENSIONS, AND TERMINATION

This Agreement shall commence October 1, 2020 and continue through September 30, 2035, unless otherwise terminated by County. This Contract may not be renewed. ~~by mutual agreement of both Parties for an additional two-year term.~~

- A. Termination: Either Party may terminate this Agreement at any time, with or without cause, upon written notice given to the other Party at least one hundred eighty (180) days prior to the date specified for the termination. The failure of either Party to comply with any of the provisions, covenants or conditions of this agreement shall be a material breach of this agreement and shall constitute “cause”. Termination may not occur without the completion of each training program that is currently in progress. In the event of termination, each Party shall fully pay and discharge all obligations contained in this Agreement in favor of the other Party accruing prior to the termination date. Each Party shall be released from all obligations or performance that would otherwise accrue after the termination date. Neither Party shall incur any liability to the other because of the termination.
- B. In the event of termination, each Party shall fully pay and assign college credit pursuant to the terms of this Agreement in favor of the other Party accruing prior to the termination date.

XV. AUTHORITY; DOCUMENTATION REVIEW, AUDIT, AND RETENTION

- A. Full Authority: Each Party warrants to the other that it has full authority to administer this Agreement, including but not limited to, the rights to terminate, amend, extend, modify, or alter specific terms in accordance with the terms of this Agreement.
- B. Access to Documents: Each Party is entitled to full access and authority to audit all pertinent records of the other Party concerning this Agreement. The Parties agree that inspection of records is subject to applicable law recognizing the privacy rights of students and/or employees. Within 48-hours of the receipt of written audit notice, the Party from whom records are requested shall make those records available to the requesting Party. The Parties agree to cooperate fully to facilitate audits by the other Party.
- C. Audit: The Parties agree that an audit includes an examination or making an excerpt or transcript from books, records, invoices, materials, payroll, or personnel data related to all matters covered by this Agreement. The Parties agree to maintain books and records in an accessible location and condition for a period of not less than 5 years after termination of this Agreement.

XVI. OWNERSHIP OF WRITINGS, ETC. PRESENTED IN TRAINING PROGRAM

All writings, documents, illustrations, or any other works of authorship fixed in any tangible or digital medium of expression (“writing”) prepared by District or County and its Instructors shall be and shall remain the property of the Party who prepared the writing.

XVII. PRIOR AGREEMENTS NULL AND VOID

All prior Agreements and any amendments thereto, are null and void as of the effective date of this Agreement. This provision includes, but is not limited to, all prior agreements between the Parties relating to the use of District facilities and the provision of training programs and courses for law enforcement personnel, retention of consultants, and the payment of student fees and tuition by and between the Rancho Santiago Community College District on behalf of Santa Ana College, and the County of Orange, through its Sheriff-Coroner Department, and includes without limitation agreements and amendments thereto bearing the following identification numbers: MA-060-11010909 (Facility uses; supplies; Maintenance worker/Information Processing Tech); and Z1000000068 (Consultant Services, Law Enforcement Training); renewed as MA-060-11010253; MA-060-11012581; MA-060-13010020; and MA-060-14010056.

XVIII. NOTICES

All notices required or permitted to be given under this Agreement shall be deemed duly given and effective if in writing and personally delivered or deposited in the U.S. Mail, postage to be prepaid, sent by a reputable overnight courier service (with package tracking capability), or sent by certified mail, return receipt requested, first class postage prepaid,

addressed to the following:

District: Rancho Santiago Community College District
2323 North Broadway
Santa Ana, CA 92706
Attn: Peter Hardash
Email: hardash_peter@rsccd.edu
Ph: (714) 480-7340

Santa Ana College
1530 West 17th Street
Santa Ana CA, 92706
Attn: Dr. Jeffrey N Lamb, Ph.D.
Lamb_Jeffrey@sac.edu
Ph: (714) 564-6080

County: County of Orange
Sheriff-Coroner Department/Training Division
1900 W. Katella Ave.
Orange, CA 92667
Attn: Training Division Captain
Ph: (714) 538-9668

County of Orange
Sheriff-Coroner Department/Purchasing Services Unit
320 N. Flower Street, 2nd Floor
Santa Ana, CA 92703
Attn: Maria Ayala, Buyer
mayala@ocsd.org
Ph: (714) 834-6360
Fax: (714) 834-6411

A Party may change its designated representative and/or address for the purpose of receiving notices under this Agreement by notifying the other Party of the change in writing and in the manner described in this section.

XIX. WAIVER

Any failure by a Party to comply with any covenant, term or condition of this Agreement may be waived only in writing by the Party in whose favor the covenant, term or condition of this Agreement runs.

XX. APPLICABLE LAW, VENUE, INTERPRETATION

This Agreement shall be interpreted according to the laws of the State of California and the Parties agree that venue for any action concerning or arising out of this Agreement shall

be in Orange County, California. The provisions of this Agreement shall be construed in all cases as a whole, according to their fair meaning, and not strictly for or against either Party.

XXI. SEVERABILITY

If a court of competent jurisdiction holds any term or provision of this Agreement void, illegal, or unenforceable for any reason, this Agreement shall remain in full force and effect and shall be interpreted as though such term or provision was not a part of this Agreement. The remaining provisions shall be construed to preserve the intent and purpose of this Agreement, and the Parties agree to negotiate in good faith to modify any invalidated provisions to preserve each Party's anticipated benefits.

XXII. ASSIGNMENT

The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Neither Party may assign nor transfer any or all of that Party's rights, burdens, duties, or obligations under this Agreement without the prior written consent of the other Party. Any attempt by District to assign the performance or any portion thereof of this Agreement without the express written consent of County shall be invalid and shall constitute of breach of this Agreement.

XXIII. EXECUTION BY FACSIMILE OR IN COUNTERPARTS

The Parties may execute this Agreement in counterparts such that their signatures may appear on separate signature pages. A copy, facsimile, or an original of this Agreement, with all the signature pages appended together, shall be deemed a fully executed Agreement. Signatures transmitted by facsimile or other electronic means shall be deemed original signatures.

XXIV. NO DISCRIMINATION

The Parties shall not discriminate against any person in the provision of services, or employment of persons on the basis of race, religion, medical condition, disability, marital status, sex, age or sexual orientation, or other basis set forth in Government Code section 11135. The Parties further understand that harassment of any student or employee of either Party because of that person's race religion, gender, disability, medical condition, marital status, age or sexual orientation is strictly prohibited.

XXV. APPROVAL

In accordance with Education Code section 81655, this Agreement is valid and an enforceable obligation of the District only after it has been approved or ratified by the Board of Trustees of the Rancho Santiago Community College District as evidenced by a motion duly passed and adopted by the Board Trustees.

In accordance with the Government Code, including but not limited to sections 25303,

25330 et seq., and 26227, this Agreement is valid and an enforceable obligation of the County only after it has been approved by either the Orange County Board of Supervisors, as evidenced by a minute order reflecting such approval, or by an officer to whom the authority has been duly delegated by the Board of Supervisors.

XXVI. AGREEMENT

This writing, and any amendments hereto, constitute the entire Agreement between the Parties. This Agreement may not be altered or modified except by the express written consent of both the County and District. Each Party acknowledges there are no other provisions or representations that have not been incorporated into this Agreement. The County acknowledges that changes to any provision of this Agreement can only be made by action of the Board of Trustees of the District. The District acknowledges that changes to any provision of this Agreement may only be made by action of the Orange County Board of Supervisors.

(Signature page to follow)

IN WITNESS WHEREOF, the Board of Trustees of the Rancho Santiago Community College District has caused the Agreement to be subscribed by its Chairperson and the seal of said Board to be hereto affixed and attested by the Executive Officer thereof, and County has caused the same to be subscribed on its behalf by the Chairperson of the Orange County Board of Supervisors and/or its duly authorized officer.

County

By _____

Print Name _____

Title _____

Date _____

Approved by the Board of Supervisors: _____

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

by: _____

Deputy

Rancho Santiago Community College District

By _____

Print Name Peter J. Hardash _____

Title Vice Chancellor, Business Operations/Fiscal Services _____

Date _____

ATTACHMENT A

Payment and Compensation

1. **Compensation:** This is a firm-fixed fee agreement between the County of Orange via the Sheriff-Coroner and Rancho Santiago Community College District (RSCCD) for Use of Facilities and the Provision of Instructional Services.
2. **Fees and Charges:** RSCCD will pay the following fees in accordance with the provisions of this Agreement, including but not limited to Section I.G. Payment shall be as follows:

Rate: \$1.50 per student hour for all course hours attended.

3. **Payment Terms – Payment in Arrears:** County shall submit an annual invoice by August 31st to RSCCD for actual student hours based on prior year student hours per OCSD Course Rosters. Payment to County is due October 1st.
4. **Payment – District shall send payments to the following remittance address:**

County of Orange
PO Box 4005
Santa Ana, CA 92702-4005

EXHIBIT I

***SAMPLE ONLY. The County makes no representations, authorization or warranties regarding this document or the information contained therein, or its use in establishing agreements between the District and Individual Instructors. It is intended for informational purposes only. In no event will the County of Orange be liable or responsible in any way for any aspect of any relationship or employment between District and Individual Instructors.**

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
INDIVIDUAL INSTRUCTOR SERVICES AGREEMENT**

(SAMPLE AGREEMENT ATTACHED)

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
INDIVIDUAL INSTRUCTOR SERVICES AGREEMENT**

The RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT, hereinafter referred to as DISTRICT, is authorized pursuant to Title 5 of the California Administrative Code, to enter into a written contract with _____ instructor, hereinafter referred to as INSTRUCTOR, who is employed by the Orange County Sheriff's Department, (or specify the public agency employer) which is a public agency, and is hereinafter referred to as ENTITY. However, for the limited purposes of the Agreement Regarding Use of District Facilities and the Provision of Instructional Services Between the County of Orange, through its Sheriff-Coroner Department and the Rancho Santiago Community College District On Behalf of Santa Ana College ("Facilities Use and Instructional Services Agreement"), which is incorporated herein by this reference, INSTRUCTOR shall also be an employee of the Rancho Santiago Community College District.

INSTRUCTOR agrees to participate in the delivery of approved curriculum as described in the Facilities Use and Instructional Services Agreement. INSTRUCTOR acknowledges that DISTRICT shall have the primary right to control and direct the instructional activities of INSTRUCTOR while INSTRUCTOR is conducting a class or classes given through the Facilities Use and Instructional Services Agreement between the DISTRICT and ENTITY.

The delivery of the curriculum will be in compliance with the provisions of the signed Facilities Use and Instructional Services Agreement between the ENTITY and DISTRICT, and with the catalog and the course outlines from Santa Ana College. Curriculum materials, testing and grading procedures, and materials and services such as those provided by the DISTRICT to its part-time hourly (temporary) faculty shall be provided by DISTRICT to INSTRUCTOR.

If INSTRUCTOR is providing instruction pursuant to the Facilities Use and Instructional Services Agreement, and if INSTRUCTOR is working an assigned shift for ENTITY during the hours of instruction, the INSTRUCTOR shall also be an employee of the DISTRICT for purposes of the Facilities Use and Instructional Services Agreement, but will be compensated by the ENTITY as part of the INSTRUCTOR's normal compensation and no additional compensation (either salary or benefits) shall be paid to such employee for such instruction by the DISTRICT or any other source. Further, when instruction is provided by INSTRUCTOR pursuant to the Facilities Use and Instructional Services Agreement during INSTRUCTOR's regularly scheduled shift for ENTITY, the DISTRICT will not be responsible for benefits, including but not limited to, workers compensation, medical insurance, vacation, sick leave, or any other employee benefits that would otherwise accrue to faculty members. All salary and benefits payable or owing to INSTRUCTOR if INSTRUCTOR is working an assigned shift for ENTITY during the hours of instruction are the sole responsibility and liability of the ENTITY that has signed the Facilities Use and Instructional Services Agreement.

If INSTRUCTOR is not working an assigned shift for the ENTITY during the hours of instruction, INSTRUCTOR shall be deemed a part-time employee of the DISTRICT for purposes of the Facilities Use and Instructional Services Agreement, and shall be paid by the DISTRICT in accordance with its salary schedule for part-time temporary faculty. All salary and benefits payable or owing to INSTRUCTOR, if INSTRUCTOR is not working an assigned shift for ENTITY during the hours of instruction, are the sole responsibility and liability of the DISTRICT pursuant to the signed Facilities Use and Instructional Services Agreement with the ENTITY. Benefits for which DISTRICT is responsible include, but are not

limited to, workers compensation, medical insurance, vacation, sick leave, or any other employee benefits that would accrue to part-time faculty members.

Effective Period. This Individual Instructor Services Agreement between INSTRUCTOR and DISTRICT shall be effective for the (TBD ex: 2020-2021 college year, or remaining portions thereof, commencing (Date TBD based on college year and term of this contract). Prior to providing instruction in subsequent college years, INSTRUCTOR shall sign a new agreement for that college year, commencing (Date TBD based on college year and term of this contract). In the event the Facilities Use and Instructional Services Agreement between the DISTRICT and the ENTITY should terminate before the end of any college year, this Individual Instructor Agreement shall also terminate without further notice or obligation at the same time that the Facilities Use and Instructional Services Agreement terminates. Either INSTRUCTOR or DISTRICT may cancel or terminate this Individual Instructor Services Agreement with or without cause upon thirty (30) days written notice even if the Facilities Use and Instructional Services Agreement between the ENTITY and DISTRICT remains in effect.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date set forth below.

INSTRUCTOR:

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT:

BY:

Peter Hardash

Date

DATE: _____

Vice Chancellor, Business Operations