

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**Santa Ana College - Human Services and Technology Division**

To:	Board of Trustees	Date: August 12, 2019
Re:	Approval of Memorandum of Understanding with California State Fire Marshal's Office, State Fire Training	
Action:	Request for Approval	

BACKGROUND

This is a memorandum of understanding with California State Fire Marshal's Office, State Fire Training.

ANALYSIS

This memorandum of understanding with California State Fire Marshal's Office, State Fire Training is administered in compliance with the guidelines issued by the State of California Community College Chancellor's Office. This memorandum of understanding with California State Fire Marshal's Office, State Fire Training shall be effective for a period of five (5) years or until termination by written notice of either party. The memorandum of understanding with California State Fire Marshal's Office, State Fire Training has been reviewed by Dr. Timothy Winchell, District and college staff. This memorandum of understanding with California State Fire Marshal's Office, State Fire Training will carry a cost for Santa Ana College not to exceed \$25,000 for each fiscal year.

RECOMMENDATION

It is recommended that the Board of Trustees approve this memorandum of understanding with California State Fire Marshal's Office, State Fire Training, located in Sacramento, California, as presented.

Fiscal Impact:	\$25,000	Board Date: August 12, 2019
Prepared by:	Jeffrey N. Lamb, Ph.D., Vice President, Academic Affairs Timothy Winchell, Ph.D., Acting Dean, Human Services & Technology	
Submitted by:	Linda D. Rose, Ed.D., President, Santa Ana College	
Recommended by:	Marvin Martinez, Chancellor, RSCCD	

MEMORANDUM OF UNDERSTANDING

This Agreement ("Agreement") is between Rancho Santiago Community College District ("District"), a California community college district and political subdivision of the State of California, with its principle place of business located at 2323 N. Broadway, Santa Ana, Ca 92706, on behalf of Santa Ana College Fire Technology Department and California State Fire Marshal's Office, State Fire Training, a Government Agency, having its principal business address located at 2251 Harvard Street, Suite 400, Sacramento, Ca 95815 hereinafter called ("Agency").

District and Agency are also referred to collectively as the "Parties" and individually as "Party."

WHEREAS, District is authorized to provide State approved Fire Technology courses; and

WHEREAS, many of these courses also meet the standards for Agency's Fire Certification Programs; and Agency accepts District's classes as equivalency classes for their Fire Certification Programs; and

WHEREAS, Agency requires a fee to provide Certificates of Completion to each student for successful completion of these classes;

NOW, THEREFORE, in consideration of the Recitals and mutual covenants provided in this Contract, District and Agency agree as follows:

Terms and Conditions

1. Term. This Agreement shall commence once fully executed by both parties and shall continue in full force and effect thereafter until and including July 15, 2024 ("Term"), unless this Agreement is terminated during the Term pursuant to this Agreement.
2. Termination. Either Party may, at any time, terminate this Agreement with or without cause by providing at least thirty (30) days written notice to the other party.
3. Responsibilities of District.
 - A. District agrees to collect money from students to pay for Agency Certificates of Completion by way of material fees and to submit one check to Agency at the end of the course
 - B. The fee collected will be based on Agency's fee schedule posted on their website at the start of the semester.
 - C. At the end of the course, District will provide Agency with a list of students that have completed the requirements to be awarded Certificates of Completion.
4. Responsibilities of Agency. Allow District to make payments to Agency on behalf of their students for Certificates of Completion.
5. Mutual Responsibilities. Both parties work together in good faith, using reasonable efforts to resolve any unforeseen issues and disputes arising out of the performance of this MOU.
6. Modifications. This MOU may only be modified or amended upon written mutual consent of both parties.

7. Notices. The address to which notices or demands may be given by either Party are listed as follows.

District: Santa Ana College Fire Technology Department
Attn: Donald E. Mahany, Associate Dean
1530 W. 17th St.
Santa Ana, Ca 92706

Agency: California State Fire Training
2251 Harvard Street, Suite 400
Sacramento, Ca 95815
Attention: California State Fire Training

IN WITNESS WHEREOF, Parties hereby agree.

Agency: California State Fire Training
2251 Harvard Street, Suite 400
Sacramento, CA 95815
Attention: California State Fire
Training

District: RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT
2323 North Broadway
Santa Ana, CA 92706

By: _____

By: _____

Name: _____

Name: Peter J. Hardash

Title: _____

Title: Vice Chancellor
Business Operations/Fiscal Services

Date: _____

Date: _____