

AGREEMENT MA-060-21010188

REGISTRATION AND TUITION FEES FOR CRIMINAL JUSTICE ACADEMY CLASSES

BETWEEN

THE COUNTY OF ORANGE, THROUGH ITS SHERIFF-CORONER DEPARTMENT

AND

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

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AGREEMENT REGARDING REGISTRATION AND TUITION FEES FOR CRIMINAL
JUSTICE ACADEMY CLASSES
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, hereinafter referred to as "Agreement", is made and entered into, effective October 1, 2020, 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."

RECITALS:

WHEREAS, COUNTY desires to enter into this Agreement with DISTRICT for Registration and Tuition Fees for Criminal Justice Academy Classes; and

WHEREAS, DISTRICT has the personnel, expertise, facility 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; and

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

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:

AGREEMENT

I. 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.

II. 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.

III. TERM OF AGREEMENT, EXTENSIONS, AND TERMINATION:

This Agreement shall commence on October 1, 2020 and continue through September 30, 2023, and may be renewed by mutual written agreement of both Parties for an additional two (2) 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.

IV. 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.

V. 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.

VI. INDEMNIFICATION:

- 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 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 indemnification shall survive termination of this Agreement or final payment therefore.

VII. SEVERABILITY:

If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

VIII. ASSIGNMENT:

The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Agreement nor any portion thereof may be assigned by District without the express written consent of County. 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 a breach of this Agreement.

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.

IX. 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.

X. 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.

XI. PERFORMANCE WARRANTY:

District shall warrant all work under this Agreement, taking necessary steps and precautions to perform the work to County's satisfaction. District shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the District under this Agreement. District shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary services, supervision, classroom materials, classroom furniture/equipment, and necessary supplies, shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work. If permitted to subcontract, District shall be fully responsible for all work performed by subcontractors.

XII. FORCE MAJEURE:

District shall not 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 gives written notice of the cause of the delay to county within 36 hours of the start of the delay and District avails himself of any available remedies.

XIII. 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.

XIV. 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 "C" above, 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.

XV. CONTINGENCY OF FUNDS:

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.

XVI. 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:

- A. 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).
- B. 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.
- C. 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 Agreements, 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.

XVII. NEWS/INFORMATION RELEASE:

The District 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's Public Information Officer.

XVIII. PRECEDENCE:

The Agreement consists of this Agreement and its exhibits and attachments. 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 exhibits and attachments.

XIX. 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
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

Sheriff-Coroner Department/Purchasing Services Unit
320 N. Flower Street, 2nd Floor
Santa Ana, CA 92703
Attn: Maria Ayala, Procurement Contract Specialist
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.

XX. NO DISCRIMINATION:

The District 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 District 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.

XXI. 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.

XXII. 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.

XXIII. TIME IS OF THE ESSENCE:

Time is of the essence for each of the provisions of this Agreement.

XXIV. 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 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

Frederick Gyle Rossow

Print Name

Frederick Gyle Rossow

Title

Purchasing Manager

Date

9/17/2020

Approved by the Board of Supervisors:

9/15/20

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

by:

Deputy

Rancho Santiago Community College District

By

Peter J. Hardash

Print Name Peter J. Hardash

Title Vice Chancellor, Business Operations/Fiscal Services

Date

9/16/2020

ATTACHMENT A

SCOPE OF WORK

1. Scope of Services: District shall provide Criminal Justice Academy Classes for the Orange County 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. The District shall provide basic and advanced training programs and courses deemed of benefit to the Orange County Sheriff's Department 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).
3. District shall provide classes deemed of benefit to the Orange County Sheriff's Department, and regional law enforcement 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. 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. Courses authorized to be paid by this agreement are as follows:

All College approved Criminal Justice related courses are authorized at current tuition unit rate of \$46/unit. Unit rate is subject to change by State Legislature and this contract shall be modified without additional County Board approval to reflect the revised rate.

ATTACHMENT B

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 Registration and Tuition Fees for Criminal Justice Academy Classes.
2. 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 are as follows:

Rate: **\$46.00 per unit (Per Education Code (EDC) Article 1. 76300)**

The tuition unit rate is set by the State Legislature and is subject to change

Description of courses: All College approved Criminal Justice related courses.

Contract shall not exceed: \$894,000 for the term of 10/1/2020 – 9/30/23.

3. Contractor's Expense: The District will be responsible for all costs related to photo copying, telephone communications and fax communications while on County sites during the performance of work and services under this Agreement.
4. Payment Terms – Payment in Arrears: Invoices are to be submitted upon completion of each course to the user agency/department to the ship-to address, unless otherwise directed in this Agreement. District shall reference Agreement number on invoice. Payment will be net thirty (30) days after receipt of an invoice in a format acceptable to the County and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the District.

Billing shall cover services and/or goods not previously invoiced. The District shall reimburse the County for any monies paid to the District for goods or services not provided or when goods or services do not meet the Agreement requirements within ninety (90) days.

Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Agreement and shall not be construed as acceptance of any part of the goods or services.

5. Taxpayer ID Number: The District shall include its taxpayer ID number on all invoices submitted to the County for payment to ensure compliance with IRS requirements and to expedite payment processing.
6. Payment – Invoicing Instructions: The District will provide an invoice on the District's letterhead for goods delivered and/or services rendered. In the case of goods, the District will

leave an invoice with each delivery. Each invoice will have a number and will include the following information:

- a. District's name and address
- b. District's remittance address, if different from 1 above
- c. District's Taxpayer ID Number
- d. Name of County Agency/Department
- e. Delivery/service address
- f. Master Agreement No. MA-060-21010188
- g. Agency/Department's Account Number
- h. Date of invoice
- i. Product/service description, quantity, and prices
- j. Sales tax, if applicable
- k. Freight/delivery charges, if applicable
- l. Total

Invoice and support documentation are to be forwarded to:

Sheriff-Coroner Department/Training Division
1900 W. Katella Ave.
Orange, CA 92867
Attn: OCSD Training Division Administrative Manager
Ph: 714-538-9668

7. Payment (Electronic Funds Transfer (EFT))

The County offers Contractors the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment via EFT will also receive an Electronic Remittance Advice with the payment details via e-mail. An e-mail address will need to be provided to the County via an EFT Authorization Form. To request a form, please contact the agency/department representative listed in Section 9. Notices. Upon completion of the form, please mail, fax or email to the address or phone listed on the form.

8. Payment – County shall send payments to the following remittance address:

Santa Ana College
Criminal Justice Academies
15991 Armstrong Ave.
Tustin, CA 92782