

MEMORANDUM OF UNDERSTANDING

Between The County of Santa Barbara and the Santa Barbara Community College District
to Maintain a Classroom, and provide Educational Programs
to Inmates in the Santa Barbara County
Sheriff's Main Jail Facilities

This Memorandum of Understanding (MOU) is entered into on September 01, 2016; by and between the County of Santa Barbara Sheriff's Office hereinafter referred to as the SHERIFF and the Santa Barbara City College Community College District for its Academic and its Center for Life Long Learning Division, hereinafter referred to as the DISTRICT.

WHEREAS, many of the inmates in the SHERIFF's custody have not obtained a high school diploma, are unemployed, and have current or previous problems with substance abuse; and

WHEREAS, studies show that educational, vocational, social and substance abuse programs can help reduce the high rate of recidivism; and

WHEREAS, California Penal Code section 4018.5 and California Education Code section 41841.5 authorize the establishment and maintenance of adult education programs for adult inmate confined in county jails; and

WHEREAS, the SHERIFF desires to enter into an agreement with the DISTRICT may maintain classes for inmates for the purpose of providing educational and vocational training of inmates in academic, vocational, literacy, technical and general basic education; and

WHEREAS, the SHERIFF and the DISTRICT agree to share educational resources, technological equipment and use of the premises; and

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements herein contained, the parties hereto agree as follows:

1. TERM

This MOU shall become effective on September 01, 2016, until August 31, 2018 unless earlier terminated by either the DISTRICT or the SHERIFF. A thirty (30) day notice shall be required by either party for early termination.

2. RENEWAL OF MOU

Prior to the expiration of the term of this MOU, it may be renewed for additional like terms subject to approval of the DISTRICT and SHERIFF. The SHERIFF will have the option to extend this MOU for two (2) additional one (1)-year terms upon the parties' mutual consent.

3. RESPONSIBILITIES OF THE PARTIES

A. SHERIFF agrees to the following:

- i. Utilize and install previously purchased furniture appropriate to classroom needs including chairs and tables/desks;
- ii. Maintain appropriate power sources for the efficient operation of technologic and multi-media equipment;
- iii. Provide adequate security for classroom faculty, equipment and supplies in consultation with the DISTRICT.
- iv. Utilize and store District provided laptop computers and computer software for classes provided by DISTRICT.
- v. Assure that the laptop computers and computer software is available to the DISTRICT during regularly scheduled classes.

B. DISTRICT agrees to the following:

- i. Provide and maintain 20 (twenty) laptop computers and computer software.
- ii. Provide student advising based upon available resources.
- iii. The DISTRICT will not provide student advising during the month of July.

C. The DISTRICT shall retain ownership of the hardware and software with the understanding that, should the DISTRICT no longer provide instruction in the Santa Barbara County Jail facility, the hardware and software shall be returned to the DISTRICT.

D. The DISTRICT and SHERIFF agree to dually provide technical support for the classroom (contingent upon available resources).

E. The DISTRICT and the SHERIFF's designee will coordinate GED testing for up to 8 (eight) hours per month. The DISTRICT will provide faculty for testing services according to a mutually agreed schedule in 2-4 (two-four) hour increments.

The DISTRICT shall provide the Proctor to administer the test and the SHERIFF's Inmate Welfare Fund shall purchase the vouchers for each test.

4. INSTRUCTION

The schedules, locations, and curriculum shall be mutually agreed upon by the DISTRICT and the SHERIFF. Costs for educational materials for GED and ServeSafe certification shall be the responsibility of the SHERIFF. Costs for additional materials beyond stated items shall be determined prior to the scheduling of classes for each term.

The SHERIFF shall provide classroom space and costs of maintenance and operation of the facilities, will provide appropriate security and will provide DVD players that are all part of the classroom inventory.

All instructors paid by the DISTRICT will be approved by the DISTRICT Board of Trustees and will be paid according to the current hourly rate standards set by the DISTRICT.

Additional classes may be suggested and approved by the SHERIFF and the DISTRICT's administrator assigned to the subject area. Compensation for these instructors will be paid by the DISTRICT unless otherwise specified.

Due to unique circumstances of jail classes, retention of classes will be evaluated based on total classroom hours per quarter. It is the responsibility of the SHERIFF to maintain agreed upon attendance levels of 17 (seventeen) students. The SHERIFF will consult with the DISTRICT if enrollments fall below required minimum. If the enrollments fall below minimum, classes may be cancelled by mutual agreement between the DISTRICT and the SHERIFF.

5. RECORDS, AUDIT, AND REVIEW

The DISTRICT shall keep such business records pursuant to this MOU as would be kept by a reasonably prudent practitioner of the DISTRICT's profession and shall maintain such records for at least 4 (four) years following the termination of this MOU. The SHERIFF shall have the right to audit and review all such documents and records at any time during the DISTRICT's regular hours or upon reasonable notice.

The DISTRICT and the SHERIFF will conduct quarterly coordination and review meetings with administrators and staff of both parties to ensure program goals are met and problems/issues are resolved in a timely manner.

6. SECURITY

- A. All employees and contractors of the DISTRICT who will enter custody facilities to provide services according to this agreement must pass and maintain a security clearance by the SHERIFF or designee. Clearances are granted and revoked at the sole discretion of the SHERIFF. Employees and contractors of the DISTRICT shall have no claim, grievance, or recourse against the SHERIFF for refusing or revoking a security clearance.
- B. The DISTRICT service providers will receive a written copy of rules working in the jail facility and agree to follow all rules while on facility grounds and obey lawful orders by security staff. The SHERIFF will provide orientation training to the DISTRICT service providers which will include security rules and procedures, issues regarding personal safety, emergency procedure and the Prison Rape Elimination Act (PREA). All service providers must submit to a Live Scan fingerprint prior to entry authorization.

7. EMPLOYMENT STATUS, INSURANCE AND LIABILITY

- A. All employees and contractors of the DISTRICT remain employees or contractors of the DISTRICT. The DISTRICT is responsible for carrying all types of insurance necessary to handle claims made by their employees or contractors including but not limited to: workers' compensation insurance, and general liability insurance.
- B. Attached Exhibit "A", the Indemnification and Insurance Provisions between the Santa Barbara County College District and the County of Santa Barbara, is included and incorporated herein by reference.
- C. The DISTRICT agrees to inform all of its providers of inmate educational services that working in a custody environment carry with it risks to personal safety that may or may not exist in a classroom or other work environment in which the DISTRICT requires its providers to work. The SHERIFF will provide orientation and training to the DISTRICT providers to assist them in minimizing these risks.

COUNTY OF SANTA BARBARA

By: _____
Peter Adam, Chair
Board of Supervisors

Date: _____

CLERK OF THE BOARD ATTEST:

By: _____
Mona Miyasato
COUNTY Executive Officer
Clerk of the Board

SHERIFF-CORONER

By: _____
Bill Brown; Sheriff-Coroner
Santa Barbara County

APPROVED AS TO FORM:
COUNTY COUNSEL

By: _____
Michelle Montez
Deputy County Counsel

APPROVED AS TO FORM
AUDITOR-CONTROLLER

By: _____
Theo Fallati
Auditor-Controller

APPROVED AS TO FORM:
RISK MANAGER

By: _____
Ray Aromatorio

SANTA BARBARA CITY COLLEGE DISTRICT:

By: _____
Dr. Jack Friedlander
Executive Vice President, Educational Programs
Santa Barbara City College

By: _____
Joseph Sullivan
Vice President Business Services
Santa Barbara City College

EXHIBIT A

Indemnification and Insurance Requirements (For Professional Contracts)

INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by COUNTY on account of any claim except where such indemnification is prohibited by law. CONTRACTOR's indemnification obligation applies to COUNTY's active as well as passive negligence but does not apply to COUNTY's sole negligence or willful misconduct.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

CONTRACTOR shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

INSURANCE

CONTRACTOR shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, its agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if CONTRACTOR has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Professional Liability (Errors and Omissions)** Insurance appropriate to the CONTRACTOR'S profession, with limit of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the CONTRACTOR maintains higher limits than the minimums shown above, the COUNTY requires and shall be entitled to coverage for the higher limits maintained by

the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

B. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).
2. **Primary Coverage** – For any claims related to this Agreement, the CONTRACTOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, agents or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
4. **Waiver of Subrogation Rights** – CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
7. **Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.
9. **Subcontractors** – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that COUNTY is an additional insured on insurance required from subcontractors.
10. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
 - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
 - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.
11. **Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of COUNTY.