

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
COUNTY OF LAKE  
AND  
MENDOCINO-LAKE COMMUNITY COLLEGE DISTRICT

This Memorandum of Understanding (MOU) is made this 1<sup>st</sup> day of April, 2019 by and between the County of Lake, hereinafter referred to as COUNTY, and Mendocino-Lake Community College District, hereinafter referred to as MLCCD, collectively referred to as the PARTIES.

I. PURPOSE AND SCOPE

The purpose of this MOU is to establish collaboration between the PARTIES in furtherance of the Corrections to College Program to be offered by MLCCD to incarcerated persons.

II. MLCCD SHALL:

- a. Provide for classroom instruction at the Lake County Jail.
- b. Ensure its instructor(s) submit and pass an internal background check provided by Lake County Sheriff's Office.
- c. Comply with all relevant laws and regulations necessary for the purpose of providing courses at the Lake County Jail.
- d. Work together with COUNTY to provide their inmate population access to scholarships and fee waivers in order to enable them to participate in the Corrections to College Program.

III. COUNTY SHALL:

- a. Provide an adequate classroom and workshop facilities for instruction located at the Lake County Jail.
- b. Provide security for classroom and workshop facilities at the Lake County Jail.
- c. Carefully screen and choose up to fifteen (15) low-level offenders, as determined by jail staff, to participate in each class offered at the Lake County Jail.
- d. Work together with MLCCD to provide inmates with access to scholarships and fee waivers in order to enable them to participation in the Corrections to College Program.
- e. Comply with all relevant laws and regulations necessary for the purpose of providing classes at the Lake County Jail.

IV. IT IS MUTUALLY UNDEERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

- a. This MOU shall be in effect from the first date written above and shall continue in effect until June 30, 2020.
- b. Either of the PARTIES may terminate this MOU upon thirty (30) days written notice.
- c. This MOU does not include the reimbursement of funds between the PARTIES.  
Inmates/Students of the Corrections to College Program are required to register for classes through MLCCD and pay the required enrollment and student fees. If inmates/students cannot pay the fees, they may be eligible to apply for fee waivers and financial aid.

- d. To the fullest extent permitted by law, MLCCD shall hold harmless, defend at its own expense, and indemnify COUNTY and its officers, officials, employees, agents and volunteers from and against any and all liability, claims, losses, damages, or expenses, including attorneys' fees, arising from all acts or omission of MLCCD or its officers, agents, or employees in rendering services under this MOU; excluding, however, such liability, claims, losses, damages, or expenses which were caused by the sole negligence or willful misconduct of MLCCD.
- e. To the fullest extent permitted by law, COUNTY shall hold harmless, defend at its own expense, and indemnify MLCDD and its officers, officials, employees, agents and volunteers from and against any and all liability, claims, losses, damages, or expenses, including attorneys' fees, arising from all acts or omission of COUNTY or its officers, agents, or employees in rendering services under this MOU; excluding, however, such liability, claims, losses, damages, or expenses which were caused by the sole negligence or willful misconduct of COUNTY.
- f. Both PARTIES shall maintain, during the term of this MOU and/or the performance of any services, at its own expense, insurance policies including without limitation comprehensive general liability insurance policies in the following amounts: Combined single limit bodily injury liability, vehicle liability, and property damage liability of \$1,000,000 each occurrence; and \$3,000,000 aggregate coverage. Insurance policies shall incorporate a provision requiring the giving of notice to either party at least 30 days prior to the cancellation, non-renewal or material modification of any such policies and which shall name the other party as an additional insured. A Certificate of Coverage describing the insurance policies required herein shall be attached hereto and incorporated herein. The insurance policies shall be kept in full force and effect until the termination date of this agreement.

COUNTY OF LAKE

MENDOCINO-LAKE COMMUNITY COLLEGE DISTRICT

By: \_\_\_\_\_  
Chair, Board of Supervisors

By:  \_\_\_\_\_  
Debra Polak, Vice President, Academic Affairs

Date: \_\_\_\_\_

By:  \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Carol J. Huchingson  
Clerk of the Board of Supervisors

APPROVED AS TO FORM:

\_\_\_\_\_  
Anita L. Grant  
County Counsel