



CENTER FOR
EMERGENCY
PREPAREDNESS

**OWENS COMMUNITY COLLEGE
CENTER FOR LAW ENFORCEMENT AND PROFESSIONAL DEVELOPMENT TRAINING
CONSORTIUM
2021 MEMBERSHIP AGREEMENT**

This Membership Agreement is made by and between the _____ (hereinafter referred to as “Agency”), and Owens Community College, (hereinafter referred to as “OCC”).

I. PURPOSE

- 1.1 The purpose of this agreement is to define the responsibilities of Owens Community College (OCC) Center for Law Enforcement and Professional Development and the benefits and responsibilities of the Member Agency as it relates to the Training Consortium.
- 1.2 The intent and purpose of this training consortium is to provide valuable and required law enforcement based training at an economical price to member agencies.

II. BENEFITS OF MEMBERSHIP/OBLIGATIONS OF OCC

- 2.1 OCC shall develop, review and approve training curricula for Member Agency trainings pursuant to this agreement. OCC, Member Agencies, and governmental and private agencies shall provide training utilizing the resources located at the Center for Emergency Preparedness.
- 2.2 OCC shall process the training consortium applications and applicable paperwork. OCC will maintain a copy on file of all registrations and training records generated through this training program for a period of 7 years.
- 2.3 OCC shall maintain records of course attendance and completion for trainees and issue certificates of completion of trainings as requested by Agency.
- 2.4 OCC shall collect all membership dues and fees associated with the provisions of training as defined under this Agreement.
- 2.5 OCC shall be responsible for course scheduling, preparation and presentation for training as outlined under this Agreement. Note: Scheduling discretion is retained by OCC and if the minimum training enrollment of five (5) students has not been reached four (4) days prior to the commencement of the scheduled start date of a training course, OCC reserves the right to cancel the course and reschedule at a date and time mutually beneficial to all parties.
- 2.6 OCC shall maintain OCC representation on the Advisory Board and the appropriate committees as required.

- 2.7 Agency shall receive discounted rates, as set forth by the Center for Law Enforcement and Professional Development Finance Committee (a subcommittee of the (Consortium Board), to attend national events/forums sponsored by the Center for Law Enforcement and Professional Development. These events will be open to member and non-member agencies.
- 2.8 Agency shall be provided priority access (after OCC academic and non-academic schedules have been satisfied) to use the outdoor facilities and driving track for the purpose of hosting a training session for their Agency. Note: This must be scheduled in advance with OCC Center for Emergency Preparedness. Use of the outdoor pistol and shotgun range is not available for personnel agency use.

III. **RESPONSIBILITIES OF MEMBER AGENCY & SCOPE OF MEMBERSHIP**

- 3.1 Agency shall submit annual membership dues on or before **March 1, 2021** to:

Owens Community College
 Attn: CarrieAnne Campbell
 Center for Emergency Preparedness
 P.O. Box 10,000
 Toledo, OH 43699

OR

Email: carrieanne_campbell@owens.edu

Annual membership costs are based on department size per year. Note: Due to COVID, OCC has discounted the membership cost for 2021, *FOR CURRENT 2020 MEMBERS ONLY*. Please select one of the following as appropriate:

	<u>Membership Cost</u>	<u>Department Size</u>
<input type="checkbox"/>	\$350 per year (Regular cost \$500)	1-24 Sworn Officers
<input type="checkbox"/>	\$665 per year (Regular cost \$950)	25-90 Sworn Officers
<input type="checkbox"/>	\$910 per year (Regular cost \$1300)	91+ Sworn Officers

- 3.2 Membership authorizes sworn and non-sworn officers along with the appropriate agency administrative personnel, communications personnel and correctional personnel to attend training. Only authorized agency personnel may attend trainings afforded pursuant to this membership.
- 3.3 Agency shall assist OCC with the selection, development and scheduling priority of training topics and content as needed and provide subject matter experts as applicable.
- 3.4 Agency shall provide feedback on the quality of course materials and instructors.
- 3.5 Agency shall ensure that agency personnel are registered for classes one (1) week prior to the scheduled course start date.
- 3.6 Discounted member rates to attend national forums will be determined by the Finance Committee of the Consortium Board.
- 3.7 Agency is responsible for expendable materials such as ammunition. Agencies may utilize their own materials as long as said materials meet the standards and quality required by OCC. In the event that a training course requires the addition of such materials, OCC can

provide the additional materials at cost and will invoice the agencies using said materials for the cost.

- 3.8 Agency is responsible for providing vehicles to be used on driving courses or may opt to rent an OCC vehicle at additional charge.

IV. CONSORTIUM GOVERNANCE

- 4.1 OCC Center for Law Enforcement and Professional Development (CLEPD) is administered by a Consortium Board that is comprised of elected law enforcement officials and appropriate members of the OCC Center for Emergency Preparedness.
- 4.2 The Board is responsible for identifying training needs specific to this region and for reviewing additional procedures that affect the governing of the program.
- 4.3 The Board operates under the direction of OCC and is governed by the content of the "Board Handbook" that contains the board mission, authority and scope. The handbook also contains a section governing membership responsibilities, finance and sub-committee responsibilities.

V. INSURANCE/LIABILITY

- 5.1 OCC and Agency shall maintain liability insurance policies insuring against liability arising from the acts and omissions of its agents and employees. The limits of such policies shall not be less than \$1 million per occurrence and \$3 million aggregate through umbrella coverage.
- 5.2 Both OCC and Agency will provide proof of such coverage to the other Party upon request.
- 5.3 OCC and Agency agree to notify each other of any and all actual, potential or alleged claims arising from this agreement.
- 5.4 Agency agrees to hold OCC harmless for the acts and omission of its own officers, employees and agents engaged in the scope of their employment arising under this Agreement and to hold OCC harmless from all liability, claims, costs, expenses, or damages arising from any claim with respect to Agency's role in connection with this Agreement.

VI. EFFECTIVE DATE: TERMINATION

- 6.1 The terms and conditions of this Agreement shall be effective upon the date of the last signature hereto and remain in effect until December 31, 2020. Either party may terminate this agreement by providing a written notice of termination to the other party 30 days prior to the termination date. If the Agency elects to terminate this agreement with OCC, no refund will be issued. If OCC terminates this agreement with the Agency, a pro-rated refund will be issued up to 180 days into the contract. After 180 days has expired, no refund will be offered.

VII. MISCELLANEOUS PROVISIONS

- 7.1 OCC shall retain possession and rights to all training materials developed and used under this training agreement.
- 7.2 This Membership Agreement constitutes the entire agreement between the parties. Any change to the provisions of this Membership Agreement must be made by written amendment executed by both parties.
- 7.3 All notices to be given under this Membership Agreement shall be in writing and may be hand-delivered, or sent by Registered or Certified Mail, postage prepaid, return receipt requested, to the following authorized parties:

Owens Community College
Center for Emergency Preparedness
P.O Box 10,000
Toledo, Ohio 43699-1947
567-661-7600

Agency: _____

Address: _____

Phone: _____ Fax: _____

Attention: _____

Email Address: _____

Training Officer Name: _____

Training Officer Phone Number: _____

Training Officer Email Address: _____

- 7.4 Neither this agreement nor any rights, duties, or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party.
- 7.5 Severability. If one or more of the provisions of this Agreement are determined to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other provision of this Agreement.
- 7.6 Ohio Law. This Agreement shall be interpreted under the laws of the State of Ohio and only Ohio courts shall have jurisdiction over any action or proceeding concerning the Agreement and/or performance thereunder
- 7.7 In the event that any dispute arises between the Agency and OCC concerning interpretation of or performance pursuant to the Membership Agreement, such dispute shall be resolved in a mutually acceptable manner between the Agency and OCC.

- 7.8 Waiver. A waiver of a breach of any provision of this Agreement shall be affected only if such waiver is expressed in writing and signed by the waiving Party. This Agreement supersedes any and all previous understandings, whether written or oral, between the parties. No waiver of a breach of any provision of this Agreement by either Party shall constitute a continuing waiver, nor shall the same be deemed to be a waiver of any subsequent breach.
- 7.9 Entire Understanding. This Agreement, with all of its constituent parts, contains the entire understanding of the Parties. This Agreement supersedes all prior and contemporaneous Agreements and understandings, oral or otherwise, between the Parties with respect to the matters contained in this Agreement and may not be modified or amended except as provided in this Agreement.
- 7.10 Use of Marks. Neither Party will appropriate or make use of another Party's name or other identifying marks or property in its advertising without prior written consent of the relevant Party.
- 7.11 Execution. This Agreement is not binding upon College unless executed in full.

VIII. SIGNATURES

- 8.1 The foregoing General Terms and Conditions have been reviewed and approved for incorporation into this understanding.
- 8.2 Any person executing this Membership Agreement in a representative capacity hereby warrants that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed, as of the day and year last written below.

AGENCY _____

OWENS COMMUNITY COLLEGE

By: _____

By: _____

(Print Name): _____

(Print Name): _____

Title: _____

Title: _____

Date: _____

Date: _____