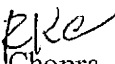
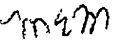


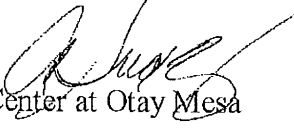
January 28, 2009

MEMORANDUM

TO: Members of the Governing Board
Southwestern Community College District

APPROVED BY:  Raj K. Chopra, Ph.D.
Superintendent/President

SUBMITTED BY: Mark Meadows, Ph.D. 
Vice President for Academic Affairs

INITIATED BY: Angelica L. Suarez, Ph.D. 
Dean, Higher Education Center at Otay Mesa

SUBJECT: Memorandum of Understanding with Blackwater Lodge
and Training Center, Inc.

RECOMMENDATION

Approve Memorandum of Understanding (MOU) No. M4039.09 with Blackwater Lodge and Training Center, Inc., to establish an agreement for facilities use to fulfill firearms training requirements for the Police Academy, for the period January 29, 2009 to December 31, 2013, inclusive, at no cost to the District.

OVERVIEW

The MOU supports the use of the Blackwater Training Facility located at 7685 Siempre Viva Road, San Diego, CA 92154, for the purpose of firearms training as part of the requirements for the Southwestern College Police Academy Program.

FISCAL IMPACT/FUNDING SOURCE

No cost to the District.

AS:mb

MEMORANDUM OF UNDERSTANDING
between

BLACKWATER WORLDWIDE
and

SOUTHWESTERN COMMUNITY COLLEGE DISTRICT

This Memorandum of Understanding (MOU) is hereby entered into by and between Blackwater Lodge and Training Center, Inc., hereinafter referred to as the "Agency" or "Blackwater," and Southwestern Community College District, hereinafter referred to as "District" for the period of January 29, 2009 to December 31, 2013.

A. PURPOSE

The purpose of this agreement is for the use of the of the Blackwater Training Facility located at 7685 Siempre Viva Road, San Diego CA 92154, hereinafter referred to as the "Facility," for the purpose of firearms training as part of the requirements for the Southwestern Police Academy Program at no cost to the District.

B. STATEMENT OF MUTUAL BENEFIT AND INTERESTS

Blackwater Lodge and Training Center, Inc. and Southwestern Community College District desire to cooperate to the maximum extent possible to achieve objectives of common interest and concern. Blackwater participates in outreach efforts for educational purposes with local higher education institutions that provide training in law enforcement; and Southwestern Community College District wishes to provide law enforcement training to students leading to employment with law enforcement agencies through its Police Academy program located at its Otay Mesa campus.

C. NEEDS OF SOUTHWESTERN COLLEGE POLICE ACADEMY:

As part of the training requirements with Peace Officers Standards and Training (POST), students are required to complete 72 hours of Firearms/Chemical Agents training. The close proximity of the Blackwater Training Facility in the community of Otay Mesa makes it an ideal location for the firearm training of the academy's recruits.

The Southwestern College Police Academy will need the use of the Range on Saturdays commencing Saturday, January 31, 2009 from 1300 hours to 1700 hours. The firearms sessions are held in four hour increments. Southwestern Police Academy runs two academy classes per year; therefore, the use of the Range will be needed year round to accommodate the needs of both classes. Class schedules will be provided to Agency personnel at the start of each class.

Specific facility use will include the following:

1. Indoor Firing Range
2. Secured Firearm Storage Room

4. Firearms cleaning equipment area and equipment
5. Indoor mat area
6. Parking lot located in front of facility
7. Indoor Range Standing Targets (Academy will purchase paper silhouettes)
8. Indoor Range Props used for cover position for shooting
9. Use of tables and chairs for breaks when recruits are not shooting
10. Firearms armory to store forty five - 9mm Glock Pistols and 6 Shotguns. Serial numbers will be provided for all weapons, as well as the storage of ammunition

D. SOUTHWESTERN COMMUNITY COLLEGE DISTRICT SHALL:

1. Provide Agency the use of conference rooms at all District facilities provided they are available for use at no cost to Agency.
2. Reimburse Agency for the use of personnel required to operate Range

E. RESPONSIBILITIES AND PRIVILEGES OF THE DISTRICT

For the Program in General

1. The DISTRICT assumes full responsibility for offering an educational program eligible for accreditation by the Peace Officers Standards and Training (POST).
2. The DISTRICT will provide the same quality of education in the Police Academy program as it does in all other curriculum offerings at the DISTRICT.
3. The word "faculty" as used herein means the DISTRICT faculty engaged in teaching in the DISTRICT Police Academy Program. The words "student" or "students" as used herein mean students of the DISTRICT who are enrolled in the DISTRICT Police Academy program.

Clinical Instructions

1. The DISTRICT will provide the necessary qualified faculty to plan and coordinate the training experience for Police Academy students. Said faculty will assume responsibility for monitoring POLICE ACADEMY students while assigned to the Blackwater training facility.
2. The DISTRICT will require that all instructors and students during use of the Agency facility follow all District Policies and Agency policies to maintain a safe learning environment.
3. The DISTRICT shall ensure all District faculty receive a briefing by Agency on Agency rules and regulations regarding usage of the facility and the presence of faculty and students and other District personnel on Agency property.
4. The DISTRICT shall not use the facility for any purpose in violation of any law, municipal ordinance, or regulation, nor shall the DISTRICT perform any acts or carry on any practices which may injure the facility or any improvements located now or hereafter on the facility or be a nuisance, disturbance or menace to Agency or any other users of the facility.

- The DISTRICT shall require all faculty and students to sign a standard release of liability waiver, a copy of which is provided as Exhibit "A" to this Agreement.

F. LIABILITY STATUS OF AGENCIES

- The DISTRICT shall maintain at its own cost during the term of this Agreement the following minimum insurance coverage:

Comprehensive General Liability Insurance covering the insured against claims of bodily injury, personal injury and property damage arising out of District's operations	\$1,000,000
Workers Compensation	Statutory
Employers Liability	\$1,000,000

The District shall provide Agency with certificates naming Agency as an additional insured on all of the policies (except Workers Compensation) prior to commencing operations at the facility. The certificates shall provide at least thirty days' notice in the event of cancellation.

- DISTRICT shall indemnify, defend and hold harmless Agency, its affiliates, subsidiaries, parent, officers, agents, and employees against any and all liability arising from any intentional or negligent act or omission of DISTRICT's students or instructors during the use of the Blackwater facility. Agency shall indemnify, defend and hold harmless DISTRICT from and against any and all liability arising from any intentional or negligent act or omission of Agency, its officers, agents or employees.

G. THE FOLLOWING IS MUTUALLY AGREED AND UNDERSTOOD BY ALL PARTIES

- FREEDOM OF INFORMATION ACT (FOIA). Any information furnished to the Agency under this Agreement may be subject to the Freedom of Information Act (5 U.S.C. 552).
- ENTIRE AGREEMENT. This Memorandum of Understanding, and its Exhibits, constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all other prior agreements, arrangements, understandings, statements, negotiations, correspondence, or communications, express or implied, and no oral statement or prior written statement not contained herein shall have any force and effect.
- MODIFICATION. Modifications within the scope of the Agreement shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed.
- COMMENCEMENT/EXPIRATION DATE. The Agreement is effective as of the date of the last signature and is effective through the expiration date as stated in the opening paragraph of this Agreement.
- TERMINATION. Any of the parties, in writing, may terminate the Agreement in whole, or in part, by providing at least 4 months notice before the date of expiration, in minimize disruption to instructional program. Neither party shall incur any new obligations for the terminated portion of the Agreement after the effective date and shall cancel as many

obligations as possible. Full credit shall be allowed for each party's expenses and all non-cancelable obligations properly incurred up to the effective date of termination.

6. ARBITRATION. This Memorandum of Understanding shall be governed by and construed in accordance with the laws of the State of North Carolina. Each Party hereby agrees that any dispute regarding interpretation or enforcement of any of the Parties' rights or obligations under this Agreement shall be resolved by binding arbitration according to the rules of the American Arbitration Association. The arbitrators may award attorneys' fees to the prevailing party in any arbitration proceeding. All costs and expenses, shall be allocated among the Parties according to the arbitrator's discretion. The arbitrator's award may be confirmed and entered as a final judgment in the courts noted above and enforced in accordance with rules of the American Arbitration Association. Proceeding to arbitration and obtaining an award thereunder shall be a condition precedent to the bringing or maintaining of any action in any court with respect to any dispute arising under this Memorandum of Understanding, except for the institution of a civil action of a summary nature where the relief sought is predicated on there being no dispute with respect to any fact or relief of an injunctive nature. Each Party hereby waives any rights to seek removal of any dispute to the state or federal courts.

7. NON-DISCLOSURE AGREEMENT (NDA). All parties agree to sign and provide an NDA at the time this agreement is made. Said NDA is incorporated herein and attached hereto as Exhibit B.

8. MEDIA. The District agrees that no footage showing Agency personnel and/or students, interviews with Agency personnel and/or students, statements made by Agency personnel and/or students, or discussions relating to Agency personnel and/or students will be published by the District without the express written consent of Agency. The District further agrees that no press release or statement shall be made by the District regarding this Memorandum of Understanding without the prior written approval of Agency.

9. PRINCIPAL CONTACT. The principal contacts for this Agreement are:

Blackwater

Southwestern College

Brian Bonfiglio, Vice President
7685 Siempre Viva Road,
San Diego, CA 92154
Phone: 619-671-9910
FAX: 619-671-7081
E-Mail: brianbon@blackwaterusa.com

Angelica L. Suarez, Ph.D., Dean
900 Otay Lakes Road
Chula Vista, CA 91910
Phone: 619-216-6754
FAX: 619-216-6763
E-Mail: asuarez@swccd.edu

10. NON-FUND OBLIGATING DOCUMENT. This Agreement is neither a fiscal nor a funds obligation document. Any endeavor or transfer of anything of value involving reimbursement or contribution of funds between the parties to this Agreement will be handled in accordance with applicable laws, regulations, and procedures including those for government procurement and printing. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the parties and shall be independently authorized by appropriate statutory authority. This Agreement does not provide such authority. Specifically, this Agreement does not establish authority for noncompetitive award to the cooperator of any contract or other agreement. Any contract

or agreement for training or other services must fully comply with all applicable requirements for competition.

THE PARTIES HERETO have executed this Agreement:

Raj K. Chopra, Ph.D., Superintendent/President
Southwestern Community College District
900 Otay Lakes Road
Chula Vista, California, United States of America

Date

Andrew Howell, Secretary
Blackwater Lodge and Training Center, Inc.

Date

Approved As To Form:
Office of the Senior Director of
Business Operations & Facilities
Planning

Date: 12/19/08 #M4039.09