

**SHERIFF- CORONER**



**C O U N T Y O F S A N T A C R U Z**

MARK TRACY  
SHERIFF-CORONER

701 OCEAN ST, ROOM 340, SANTA CRUZ, CALIFORNIA 95060  
PHONE (831) 454-2311 FAX (831) 454-2353 TDD (831) 454-2123

**February 1, 2000**

**Agenda: March 7, 2000**

**Board of Supervisors  
County of Santa Cruz  
701 Ocean Street  
Santa Cruz, California 95060**

**SHERIFF'S OFFICE/CABRILLO COLLEGE TRAINING AGREEMENT**

**Dear Members of the Board:**

**As your Board is aware, the Sheriff's Office conducts state-mandated peace officer training in accordance with regulations developed by the California Commission on Peace Officer Standards and Training (POST). Much of this mandated law enforcement training is provided through various community colleges throughout the state. Many California community colleges, such as Cabrillo College, provide high-quality accredited classes and act as liaisons with POST for course certification, instructor standards and record keeping.**

**Cabrillo College has consistently provided high-quality training to meet our law enforcement needs through its Public Safety Program. After careful consideration and evaluation of our long-term law enforcement training needs, I am recommending that we enter into a formal relationship with Cabrillo College as a primary training provider to assist us twice monthly with our mandated in-house training. The proposed training agreement covers the 11-month period from January 1, 2000 through June 30, 2001.**

**Our partnership with Cabrillo College will create a strong local program that provides improved training, and ensures that duties and responsibilities are fulfilled and legal mandates are met. Additionally, a formal agreement between Cabrillo College and the Sheriff's Office will enable the College to more effectively plan, allocate and commit resources to benefit the Sheriff's Office training program. The proposed cost of \$11 per course unit plus a small student center fee is consistent with fees charged by other community colleges and is cost effective compared with course fees charged by private training providers.**

Furthermore, the agreement with Cabrillo College does not limit the ability of the Sheriff's Office to use other community colleges or consortiums on an as-needed basis for specialized law enforcement training.

0054

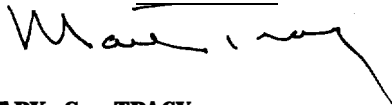
The somewhat unusual 18-month period covered by this proposed agreement allows the Cabrillo College District to best plan and allocate resources in support of the Sheriff's Office training program. Future training agreements between the Sheriff's Office and Cabrillo College will be negotiated annually on a fiscal-year basis.

During FY 99/00 budget hearings, your board approved sufficient funds in the Sheriff's Office budget to cover registration costs for POST-certified training. This budgeted amount includes the proposed Cabrillo training agreement costs for student registration and student center fees, totalling approximately \$4,000 for the remainder of this fiscal year.

I will be returning to your Board during the FY 00-01 budget process to request approval of a proposed \$7,500 for this training agreement period from July 1, 2000 through June 30, 2001.

It is, therefore, recommended that your Board authorize the Sheriff-Coroner to enter into and execute the attached training agreement with Cabrillo College for the period from January 1, 2000 through June 30, 2001.

Very truly yours,



**MARK S. TRACY**  
Sheriff-Coroner

**RECOMMENDED:**



**SUSAN A. MAURIELLO**  
County Administrative Officer

**Attachments:**

1. Agreement between Cabrillo Community College District and Santa Cruz County Sheriff's Office, "Confirmation of Class Offering". (5 pages)

2. ADM 29

**Distribution:** Auditor- Controller  
County Counsel  
Risk Management  
Cabrillo College Public Safety Program

COUNTY OF SANTA CRUZ  
REQUEST FOR APPROVAL OF AGREEMENT

0056

TO: Board of Supervisors  
County Administrative Officer  
County Counsel  
Auditor-Controller

FROM: Sheriff-Coroner (Dept.)  
W. [Signature] (Signature) 2-8-2000 (Date)

The Board of Supervisors is hereby requested to approve the attached agreement and authorize the execution of the same.

- Said agreement is between the Santa Cruz County Sheriff-Coroner (Agency) and Cabrillo College, 6500 Soquel Drive, Aptos 95003 (Name & Address)
- The agreement will provide state-mandated law enforcement training to Sheriff's Office personnel.
- The agreement is needed because the County does not provide this training and to comply with state law.
- Period of the agreement is from January 1, 2000 to June 30, 2001
- Anticipated cost is \$ 4,000 for FY 99-00 (Fixed amount; Monthly rate; Not to exceed)
- Remarks: Continuing Agreement
- Appropriations are budgeted in 661100 (Index#) 4 1 7 1 (Subobject)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACH COMPLETED FORM AUD-74

Appropriations are available and have been encumbered. t N o CO 92038 Date 2/8/00  
are not available and will be encumbered.  
GARY A. KNUTSON, Auditor - Controller  
By [Signature] Deputy.

Proposal reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the \_\_\_\_\_ to execute the same on behalf of the \_\_\_\_\_ (Agency).  
County Administrative Officer

Remarks: \_\_\_\_\_ (Analyst) By Bob Date 2-22-00

Agreement approved as to form. Date \_\_\_\_\_

Distribution:  
Bd. of Supv. - White  
Auditor-Controller - Blue  
County Counsel - Green  
Co. Admin. Officer - Canary  
Auditor-Controller - Pink  
Originating Dept. - Goldenrod

\*To Orig. Dept. if rejected.  
13  
ADM-29 (6/95)

State of California )  
County of Santa Cruz ) ss  
I \_\_\_\_\_ ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz,  
State of California, do hereby certify that the foregoing request for approval of agreement was approved by  
said Board of Supervisors as recommended by the County Administrative Officer by an order duly entered  
in the minutes of said Board on \_\_\_\_\_ County Administrative Officer  
\_\_\_\_\_ 19 \_\_\_\_\_ By \_\_\_\_\_ - Deputy Clerk

AGREEMENT BETWEEN

0057

**CABRILLO** COMMUNITY COLLEGE DISTRICT  
6500 Soquel Drive  
Aptos, CA 95003

and

**Santa Cruz County Sheriff's Office**

CONFIRMATION OF CLASS OFFERING

This memorandum confirms the arrangements Santa Cruz County Sheriffs Office, 701 Ocean Street, Room 340, Santa Cruz, CA 95060 (hereinafter referred to as Department) and Cabrillo Community College (hereinafter referred to as College) have made for the course offerings described within. This agreement will cover course offerings agreed to by both parties for a period of 18 months from January 1, 2000 through June 30, 2001 and is renewable by mutual agreement of both parties.

**CONSIDERATION:** The parties agree that all courses offered under this agreement shall be open to any person meeting regular College admission requirements and all course pre- and corequisites. All courses, seminars, or workshops offered under this agreement shall be offered on a credit or noncredit basis, and College will submit all hours of attendance to the State of California for apportionment **funding**. The College policies regarding enrollment periods and withdrawal of students prior to completion of a course will apply to students served under this agreement.

College and Department will cooperatively develop and offer courses of not less than four hours annually. Additional California Commission of Peace Officer Standards and Training (POST), Board of Corrections Standards and Training for Corrections (STC), and State Fire Marshal courses mutually developed by Department and College shall also be covered under this agreement. All courses will be broadly advertised, and non-employees of the Department will be permitted to enroll in any course, provided they meet regular college admission requirements and all course pre- and corequisites.

Maximum enrollment for courses will be as follows:

1. Skills courses requiring demonstrations and proficiency testing = 90 students.
2. Firearms courses = 48 students
3. Administrative/supervisory/executive courses = 45 students.
4. Any courses taught in a lecture only format = enrollment limitations based upon seating capability of facilities.

All courses will be staffed and enrollments limited in accordance with all applicable Department, College, POST, STC, and State Fire Marshall standards.

IN CONSIDERATION OF THE TERMS OF THIS AGREEMENT, DEPARTMENT AGREES TO:

1. Assume primary responsibility for providing all facilities and equipment for each course within budget constraints.
2. Provide an instructor for each course who is qualified to teach the subject matter in California Community Colleges, is qualified to teach at Cabrillo College, meets any applicable POST, STC, and/or State Fire Marshal instructor requirements, and who signs a special instructor agreement with the College. College has the primary right to control and direct the activities of these instructors as they carry out their teaching responsibilities during the term of the agreement.
3. Promote all courses as jointly sponsored by the Department and Cabrillo College among law enforcement and corrections agencies within the College District to assure adequate opportunity for open enrollment.
4. Provide course evaluation instruments developed by POST, STC, State Fire Marshal or College for use in every class session. Provide results of course evaluations to College.
5. Pay College the standard and customary fees of a credit offering of the College at the current rate per unit for each student enrolled in by the department in a course. The 2000 Cabrillo College enrollment fee is \$11 .00 per unit rounded to the nearest dollar plus a Student Center Fee of \$1 per unit to a maximum for the Student Center Fee of \$5 per semester and \$10 per year per student enrolled by the department. There is an additional tuition of \$125 per unit for students who have not maintained a legal residence in California for at least one year and a day preceding the start of the semester.
6. Provide copies of all instructional materials (with copyright waivers when necessary) for duplication purposes to the College Administration of Justice Training Director in **sufficient** time to allow adequate copies to be reproduced.
7. Department Training Manager will be responsible for all registration activities, including collecting completed College registration forms and designated fees, and submitting to College Director of Public Safety for processing.
8. At the end of each course session, a performance evaluation or written test will be given to each student. The Department Training Manager will submit to the College Director of Public Safety the results of this testing to assure continuing compliance with College's requirements.
9. Develop an annual master training schedule for all course sessions with the College Director of Public Safety and submit to the Foreign Languages and Communication Division Chair.

10. Maintain and submit to the College Director of Public Safety enrollment, attendance and final grade records on forms provided by College and POST or STC evaluation forms within one week of completion of any course.
11. Not incur College-reimbursable expenses in excess of the funds available in the Department Training Fund maintained by College as specified in this agreement.
12. Submit invoices for training expenses to be paid from the Department Training Fund within 30 days of incurring expense.
13. Return to College at the termination of this or successor agreements any fixed assets acquired with College funds.
14. Certify that the direct costs of the training provided under this agreement are not being fully and completely funded through other sources.

IN CONSIDERATION OF THE TERMS OF THIS AGREEMENT, COLLEGE AGREES TO:

1. Deposit into a revolving Cabrillo College Training Trust Fund maintained for Department students \$1.65 per student, per hour of instruction hour received by Department students and \$0.35 per student, per hour of Cooperative Work Experience Education or Independent Study received by Department students. This fund is to be used to pay the direct expenses associated with the offering of these classes. Equipment and other assets acquired with Department Training Funds will remain the property of College.
2. Provide Department on a regular basis and upon request an accounting of the expenditure of Department Training Funds and current balance of the **fund**.
3. Bill Department for Enrollment and Student Center fees for Department sponsored employees attending classes provided under this agreement.
4. Provide units of credit as defined by each course to all students successfully completing course requirements.
5. Provide classroom sets of instructional materials developed by Department and submitted in a timely fashion for reproduction.
6. College Director of Public Safety will prepare appropriate course curriculum materials and submit for approval through proper College instruction channels.
7. College Director of Public Safety will submit all enrollment, attendance, final grades, and course evaluation forms to appropriate agencies and offices.
8. Publicly advertise all course sessions as jointly sponsored by the Department and College within the College District in a timely fashion in order to assure courses are open to all students who meet the course pre- and corequisites.

9. Maintain lists of training courses offered and provide information to individuals and law enforcement/corrections agencies requesting information about specific courses.
10. Submit to POST, STC, and/or State Fire Marshal all forms requesting certification and class attendance for all courses that are to be POST, STC, or State Fire Marshal certified and provide College with a copy of forms submitted
11. Pay for classroom sites and instructors identified by Department Training Manager within cost constraints.

College retains the right to cancel any course for reasonable cause. If the course is cancelled by College, Department will not be liable for costs incurred as described above. Written notice will be provided to Department at the time College determines cancellation is necessary.

Department retains the right to cancel any course for reasonable cause. If the course is cancelled by Department, Department will be liable for all costs incurred up to and including the cancellation date as described above. Written notice will be provided to Director of Public Safety at the College at the time Department determines cancellation is necessary.

Either party may cancel this agreement with thirty (30) days written notice to the other party. In the event either party decides to exercise this option, all financial terms heretofore executed shall be compensated as described herein, and no future financial obligations shall be incurred.

Upon termination of this agreement **funds** shall remain in the Department Training Fund for sixty days during which time the Department may submit invoices for payment of direct expenses associated with the courses offered under this agreement. Any funds remaining **after** the payment of these expenses shall be released to College and no longer obligated to the uses specified in this agreement.

THE DEPARTMENT AND THE COLLEGE AGREE TO INDEMNIFY AND HOLD THE OTHER PARTY HARMLESS FROM ALL LIABILITY FOR DAMAGE TO PERSONS OR PROPERTY ARISING OUT OF OR RESULTING FROM THE ACTS OR OMISSIONS OF THE INDEMNIFYING PARTY.

Department **affirms** to the College that it shall not discriminate against any person, in any aspect of education or employment, on the basis of race, color, ancestry, religion, gender, marital status, national origin, ethnic identification, age, sexual orientation, mental or physical disability or status as a Vietnam-era Veteran.



Persons responsible for implementation of this agreement:

Department \_\_\_\_\_ (Name of Department Training Officer)  
Phone No. \_\_\_\_\_ (Phone of Department Training Officer)

College Cabrillo Director of Public Safety Program  
Phone No. 83 1-479-5042

APPROVED:

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

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

Pegi Ard, Vice President, Business Services

CABRILLO COMMUNITY COLLEGE DISTRICT

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

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

Claire Biancalana, Assistant Superintendent/Vice President ,Instruction

CABRILLO COLLEGE

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

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

(Print Name) \_\_\_\_\_

(Print Title) \_\_\_\_\_

Santa Cruz County Sheriffs Office

APPROVED AS TO FORM:

By: Harry A. Oberhelman III  
Office of the County Counsel  
1/24/00

Approved as to Insurance  
By: Janet McKinley  
Risk Manager

Date 1-27-2000