



County of Santa Cruz⁰¹⁰³

Sheriff-Coroner

701 Ocean Street, Suite 340, Santa Cruz, CA 95060
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Mark Tracy
Sheriff-Coroner

May 5, 2000

Agenda: June 13, 2000

Board of Supervisors
County of Santa Cruz
701 Ocean Street
Santa Cruz, CA 95060

**RENEWAL OF AGREEMENT BETWEEN THE SHERIFF'S OFFICE AND THE
CABRILLO COMMUNITY COLLEGE DISTRICT TO PROVIDE POLICE SERVICES AT
THE APTOS AND WATSONVILLE CAMPUSES**

Dear Members of the Board:

On December 16, 1997, your Board approved an agreement between the Sheriff's Office and the Cabrillo Community College District for the Sheriffs **Office** to provide police services to the College District from January 10, 1998 through June 30, 2000. At its meeting of May 1, 2000, the College District Governing Board voted to renew this law enforcement contract with the Sheriffs Office for the three-year period, from July 1, 2000 through June 30, 2003. The College District's board took this action on the recommendation of Cabrillo College President John Hurd, who referred his trustees to the Sheriffs Office 7997-2000 Cabrillo College Policing Contract **Report** (attached), dated March 13, 2000, which describes in detail the police services provided to the district by the Sheriffs Office from 1997 to 2000. The President's recommendation to his governing board stated, "...the College has been very pleased with the services and performance of the Sheriffs Office." I am requesting your Board's approval of the attached Agreement to Provide Police Services to the Cabrillo Community College District for the period from July 1, 2000 through June 30, 2003.

BACKGROUND

In October 1996, due to a sudden, critical staffing shortage of indefinite and possibly protracted duration in the Cabrillo College Police Department, the Santa Cruz County Sheriffs Office, responding to the request of the College District, began providing mutual aid assistance to that department. During the succeeding ten months, the College District discussed with the Sheriffs Office the possibility of the Sheriffs **Office**

providing long-term police services to the district on a contractual basis. Research 0104 revealed that it is not uncommon for law enforcement agencies to provide law enforcement services to community colleges and to municipalities.

After assessing the police service needs of the Cabrillo College District and consulting with other counties where these types of services are performed by the county sheriff, the Sheriffs Office submitted a proposal to the College District for providing police services at its Aptos and Watsonville campuses. The plan agreed upon by the College District and the Sheriffs Office called for a dedicated unit of the Sheriffs Office, consisting of one Sheriffs Sergeant, two Sheriffs Deputies and three half-time Sheriffs Security Officers, to provide coverage at the Aptos campus from 7 a.m. to 12 p.m., seven days per week, and at the Watsonville campus from 5 p.m. to 10 p.m., Monday through Thursday. The campus law enforcement services to be provided by the dedicated unit were: motor and foot patrol, crime prevention programs, criminal investigations, apprehension of suspected criminals; security for students, staff and facilities; parking enforcement (including supervision of the Police Intern Program); and administrative services. The agreement also included provisions for the County to supply two vehicles for the use of the members of the dedicated unit, and for the District to provide vehicle maintenance and fuel, facilities, supplies, and certain equipment.

As detailed in the attached 1997-2000 *Cabrillo College Policing Contract Report*, since 1997, violent crime on the two College campuses is down sixty percent, and property crime is down ten percent. Significant improvements in the parking system have increased parking revenue by one hundred **fifty** percent. As a crime prevention measure, a free bicycle licensing program has been established for faculty and staff. Through written safety reminders, campus visitors are made aware of security risks and crime prevention strategies. The campus emergency phone system has been refurbished to provide reliable 24-hour service seven days per week. Cellular phones are loaned to faculty, staff, and members of organizations and clubs to use to call for help or to report crime at locations where no telephones are available. Four solar powered emergency phones have been placed at remote locations, such as sports fields and parking lots. Late-night escort service between campus buildings and parking lots is provided for staff and students. Over 1,400 people who visit the campuses are carrying free whistles provided for them to blow until help arrives if they feel threatened or in danger. Additionally, Sheriffs Office presence on the campuses has benefitted the College District and the community through free and convenient access to the **Megan's** Law database and to Live-Scan fingerprint services, which helps shorten the College District's employee background clearance process by as much as six weeks.

2000-2003 POLICE SERVICES AGREEMENT

The provisions of the attached three-year agreement are virtually identical operationally to the previous Cabrillo Police Services agreement, approved by your Board in 1997. Per the proposed FY 00-01 budget, the County will provide one additional patrol vehicle, for which the College District will pay fuel and maintenance costs. The total proposed FY 00-01 baseline budget amount is \$371,195, though we anticipate the personnel cost

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

0106

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

FROM: Sheriff Coroner (Dept.)
W. A. [Signature] (Signature) 5-26-00 (Date)

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

1. Said agreement is between the Santa Cruz County Sheriff Coroner (Agency)
and Cabrillo Community College District, 6500 Soquel Dr., Aptos, CA (Name & Address)
2. The agreement will provide police protection services for Cabrillo College.
3. The agreement is needed, because the Community College does not provide this service.
4. Period of the agreement is from 7/1/00 to 6/30/01
5. Anticipated ~~costs~~ Revenue \$371,195 (Fixed amount; Monthly rate; Not to exceed:)
6. Remarks: Continuing agreement pending approval of Sheriff's FY 00/01 budget.
FY 99/00 contract # X-667.
7. Appropriations will be budgeted in 661800 (Index#) 1150 (Subobject)

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

Appropriations are available and have been encumbered. Contract No. R-667 Date 5/26/00
are not N/A will be
GARY A. KNUTSON, Auditor - Controller
By Ronald A. Silva 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).

Remarks: _____ County Administrative Officer
By [Signature] Date 6-1-00
_____ (Analyst)

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.

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 _____

_____ 19 __ By _____ Deputy Clerk

AGREEMENT TO PROVIDE POLICE SERVICES TO THE CABRILLO COMMUNITY COLLEGE DISTRICT

This Agreement is made and entered into on June 1, 2000, by and between the County of Santa Cruz (COUNTY), a political subdivision of the State of California, and the Board of Trustees (BOARD) of the Cabrillo Community College District (DISTRICT). This contract will be administered by the Santa Cruz County Sheriff-Coroner (SHERIFF), on behalf of the County of Santa Cruz.

The parties agree to the following terms and conditions:

1. TERM OF AGREEMENT

This Agreement shall commence on July 1, 2000, at 12:01 a.m., and continue through fiscal years 2000-01, 2001-02, 2002-03, subject to annual approval of the operating budget by the DISTRICT. Unless otherwise extended by written agreement of the parties, this contract will expire on June 30, 2003, at 12 midnight.

2. DESCRIPTION OF SERVICES PROVIDED BY THE SHERIFF

COUNTY Agrees to provide law enforcement services to DISTRICT through the Sheriff's Office as follows:

- a. General Scope of Services. The SHERIFF shall maintain a dedicated unit (DEDICATED UNIT) to provide: (1) law enforcement services on a daily 17-hour basis; (2) parking enforcement on a Monday through Saturday, 8-hour basis, and (3) related administrative and statistical reporting services as required by law or upon the DISTRICT'S request. When the DEDICATED UNIT is off duty, emergency 911 calls shall be handled by the SHERIFF'S assigned area patrol deputies.
- b. Service Area. Law enforcement services shall be provided by the DEDICATED UNIT within the DISTRICT'S Aptos and Watsonville campuses. The primary duty of the DEDICATED UNIT shall be to provide law enforcement services to the DISTRICT. COUNTY and SHERIFF retain the right to temporarily assign personnel from the DEDICATED UNIT to assist in law enforcement elsewhere within Santa Cruz County in emergency situations, to provide mutual aid to other jurisdictions, or for training and certification activities.
- c. DEDICATED UNIT. The DEDICATED UNIT shall be composed of two uniformed Sheriffs Deputies, one uniformed Sheriffs Sergeant, and three

half-time Sheriffs Security Officers, all fully trained and qualified and equipped as required by law. The Sergeant of the DESIGNATED UNIT shall be the site supervisor of the DESIGNATED UNIT. The SHERIFF retains the exclusive authority to restrict the activities and duties of non-peace officer members of the DEDICATED UNIT, and to assign the members of the DEDICATED UNIT to various tasks, locations and shifts.

- d. Specific Law Enforcement Services. The COUNTY and SHERIFF shall provide through the DEDICATED UNIT the following law enforcement services within the service area: motorized and foot patrol; crime prevention programs; criminal investigations and traffic accident investigations; apprehension of persons suspected of committing crimes; student, staff and facilities security; traffic enforcement and control; parking enforcement, which includes supervision of the Police Intern Program, and administrative services. Administrative services shall consist of the following: miscellaneous public safety services to the campus community, and preparation of crime statistics reports and other reports, as required by law or upon the reasonable request of the DISTRICT.
- e. Personnel and Supervision. All personnel assigned to provide services under this Agreement shall be employees of Santa Cruz County and under the exclusive supervision and control of the SHERIFF. The COUNTY is exclusively responsible for providing its assigned employees with all rights, wages and benefits, and for complying with contractual obligations with assigned employees. The SHERIFF shall apply generally acceptable peace officer performance standards to the personnel assigned to the DEDICATED UNIT.
- f. Equal Employment Opportunity Employer. The COUNTY agrees that it shall maintain a policy of equal employment opportunity and non-discrimination toward SHERIFF'S employees and applicants for employment with SHERIFF, in accordance with COUNTY policies and applicable laws.
- g. Allegations of Misconduct or Wrongdoing. The SHERIFF shall be exclusively responsible for conducting investigations into accusations of wrongdoing or misconduct by any member of the DESIGNATED UNIT, while in the performance of this Agreement in accordance with the SHERIFF'S policies and procedures, and for taking appropriate disciplinary action against any member of the DESIGNATED UNIT. In the event that any person makes a complaint to the DISTRICT about the conduct of a member of the DESIGNATED UNIT, the DISTRICT, shall promptly notify the Sergeant of the DESIGNATED UNIT, or if the complaint is against the Sergeant, promptly notify the SHERIFF, and provide the Sergeant or SHERIFF with a copy of any written complaint. If state or federal law requires that the

DISTRICT conduct its own investigation, the SHERIFF agrees to cooperate with the DISTRICT'S investigation, to the extent not otherwise prohibited by law. The DISTRICT may request that the accused member of the DESIGNATED UNIT be reassigned pending the completion of the SHERIFF'S investigation and such request shall not be unreasonably denied. 0109

- h. Maintenance of Records. All crime reports and records of law enforcement responses prepared by members of the DEDICATED UNIT pertaining to law enforcement services provided under this agreement shall be maintained by the SHERIFF. All crime reports and records of law enforcement responses, except peace officer personnel records, shall be available to the DISTRICT, provided they are subject to disclosure under the California Public Records Act, Government Code **Section** 6200, *et seq.*, and other relevant California law. At the termination of the Agreement, copies of statistical reports and other administrative records necessary for the continued operation of the law enforcement function at the DISTRICT shall be provided to the DISTRICT.
- i. Staffing and Replacement of Personnel. The SHERIFF shall assign personnel to the DESIGNATED UNIT in accordance with the provisions of this Agreement and in a manner mutually satisfactory to the parties and consistent with COUNTY personnel rules and existing labor contracts. The SHERIFF will, to the extent possible, ensure that the DESIGNATED UNIT is fully staffed at all times. The SHERIFF will permanently replace personnel assigned to the DESIGNATED UNIT who have been absent from duty for more that twenty (20) working days as a result of illness or injury. The SHERIFF retains the exclusive right to reassign members of the DESIGNATED UNIT to fulfill departmental rotation policies. The DISTRICT may request that a member of the DESIGNATED UNIT be reassigned if the member demonstrates a lack of understanding or commitment to serving the needs of the DISTRICT under the terms of this Agreement, which request shall be given reasonable consideration by the SHERIFF.
- j. Parking Citation Management. The SHERIFF shall be responsible for management of the operational phases of the parking citation program. SHERIFF shall conduct citation appeal hearings and shall designate the hearing **officer**. DISTRICT'S Police Assistant shall remain responsible for administrative and contractual oversight of the parking citation program. All revenue generated from parking citations belongs to the DISTRICT. The SHERIFF may recommend to the DISTRICT any changes to the parking citation program.
- k. COUNTY shall provide for use by the DEDICATED UNIT three (3) fully

equipped patrol vehicles. These vehicles shall be maintained by DISTRICT as provided in paragraph 3(e) below.

0110

3. DESCRIPTION OF FACILITIES AND EQUIPMENT PROVIDED BY DISTRICT

- a. The DISTRICT shall furnish, at its own cost and expense, all necessary office space, parking and utilities, including necessary maintenance and repair, for the operations of the DESIGNATED UNIT at the Cabrillo and Watsonville campuses. The DISTRICT shall make available for the SHERIFF any equipment and furnishings currently in place at the existing DISTRICT police facilities.
- b. The DISTRICT shall modify, at its sole cost and expense, the existing police facilities to comply with the standards of the Commission on Accreditation for Law Enforcement Agencies, the Americans with Disabilities Act, and the California Occupational, Safety and Health Act, and with the reasonable requests of the SHERIFF.
- c. The DISTRICT shall provide on a one-time only basis certain equipment and supplies necessary for the operations of the DESIGNATED UNIT, as described in Attachment A, which is incorporated by reference into this Agreement.
- d. All work space and equipment shall be subject to the approval of the SHERIFF.
- e. DISTRICT shall maintain, repair and service the three (3) patrol vehicles provided by COUNTY for the use of the DEDICATED UNIT, including one-time redeployed vehicle infrastructure costs, as described in Attachment A, which is incorporated by reference into this Agreement. Maintenance, service and repair shall include, but not be limited to, fuel, oil, and cleaning. COUNTY may conduct an annual inspection, at a time convenient to COUNTY'S Fleet Service Center, of each of the vehicles used by the DEDICATED UNIT under this Agreement. DISTRICT shall correct any maintenance or repair deficiencies identified by COUNTY after an annual inspection.

4. TERMINATION OF AGREEMENT

Either the DISTRICT or the COUNTY may terminate this Agreement at any time by giving the other party ninety (90) days written notice of intent to terminate, or earlier upon the parties' written mutual agreement. In the event of a termination, the DISTRICT shall pay the COUNTY upon submission of a written invoice, all costs for services performed until the time of termination and any reasonable costs to close out services to the DISTRICT. The COUNTY will provide the DISTRICT with

DISTRICT under the terms of this Agreement. Property purchased with DISTRICT funds will be disposed of in accordance with DISTRICT direction, returned to the DISTRICT, or retained by the COUNTY after payment to the DISTRICT of the fair market value of such property as of the date of termination.

5. PAYMENT FOR SERVICES

- a. Compensation for Services. The DISTRICT shall pay the actual costs for services provided by COUNTY under this Agreement, at rates determined by the COUNTY, in accordance with the regulations, labor contracts and procedures established by the County Board of Supervisors.
- b. Operating Budget. DISTRICT and COUNTY shall mutually approve in advance of the commencement of each fiscal year during the period in which this Agreement is in effect, an operating budget for that fiscal year or portion of a fiscal year. The budget shall include employee compensation, administration overhead, risk/liability, equipment and supplies, and other standard COUNTY budget items. COUNTY and SHERIFF shall use their best efforts to render professional law enforcement services to DISTRICT, pursuant to this Agreement within the approved budget.
- c. Operating Budget for Succeeding Fiscal Years. For each fiscal year included in the period of this Agreement, the COUNTY shall submit in advance of the fiscal year an annual budget to the DISTRICT, which must be approved by the DISTRICT. For any fiscal year, if the DISTRICT and the COUNTY are unable to agree on a budget, then either party may terminate this Agreement upon thirty (30) days written notice to the other party. The proposed budget for fiscal year 2000-01 is included in Attachment B, which is incorporated by reference into this Agreement.
- d. Payment of Compensation to COUNTY. DISTRICT shall pay COUNTY in advance on a calendar quarterly basis one-fourth ($\frac{1}{4}$) of the budget for the current fiscal year. In the event that law enforcement services rendered during any given calendar quarter exceed the amount advanced by DISTRICT to COUNTY for that quarter, COUNTY shall submit within thirty (30) days after the close of such calendar quarter an itemized invoice listing the actual costs of the exceeded services provided during that preceding quarter. The DISTRICT shall pay the COUNTY within thirty (30) days after receipt of the invoice. If the DISTRICT fails to pay within thirty (30) days, the COUNTY is entitled to recover interest at the rate of one (1) percent per calendar month or any portion thereof, calculated from the last date the payment is due.

- e. Operating Budget Amendments. After budget approval, should the SHERIFF determine that in any budget class expenses will exceed the budgeted amount, the SHERIFF shall promptly notify the DISTRICT and request an amendment of the existing budget. In the event that COUNTY and DISTRICT are unable to agree on an amended budget or other mutually agreeable resolution, then either party may terminate this agreement according to the process set forth in paragraph 4 herein. The DISTRICT agrees that the operating budget during any fiscal year may be amended upon ten (10) days written notice to the DISTRICT whenever the County Board of Supervisors, by ordinance or resolution, increases the salaries and/or benefits of the personnel for the DESIGNATED UNIT. The amended budget shall become a part of this Agreement from the effective date of the salary and/or benefit increase.
- f. The DISTRICT has the right to demand at any time an audit and documentation of any and all law enforcement expenses rendered under this Agreement.

6. INDEMNIFICATION

- a. The DISTRICT agrees to defend, indemnify, and hold harmless the SHERIFF and the COUNTY and its Board of Supervisors, officers and employees from and against any claim or liability for bodily injury, death or damage to property, arising out of or in any way connected with any act by the DISTRICT, its Board of Trustees, officers and employees acting within the course and scope of employment or office during the performance of this Agreement, or arising out of or in any way connected with the condition of the DISTRICT'S premises.
- b. The COUNTY agrees to defend, indemnify, and hold harmless the DISTRICT and its Board of Trustees, officers and employees from and against any claim or liability for bodily injury, death or damage to property, arising out of or in any way connected with any act by the SHERIFF or his officers and employees, acting within the course and scope of their employment or office, and while in the performance of services under this Agreement.
- c. Police Intern Program. It is agreed between the parties that DISTRICT shall be responsible for any injury, including death, to participants, or damage to participants' property, in the Police Intern Program, 'notwithstanding any management or supervision of that program by the DEDICATED UNIT. The DISTRICT agrees to defend, indemnify, and hold harmless the SHERIFF and the COUNTY, including its Board of Supervisors, officers and employees, from and against any claim or liability for bodily injury or death

of any participant of the Police Intern Program or for damage to property of any participant of the Police Intern Program. The DISTRICT agrees to defend, indemnify, and hold harmless the SHERIFF and the COUNTY, including its Board of Supervisors, officers and employees, from and against any claim or liability for bodily injury, death or damage to property arising out of or in any way connected with the District's Police Intern Program, excepting any claim or liability arising out of activities of Police Intern Program participants who are directly supervised by the DEDICATED UNIT.

7. **DISPUTE RESOLUTION PROCESS**

Should the parties have a dispute over the terms of this Agreement, other than a dispute concerning budget as set forth in paragraph 5 herein, the parties shall attempt to informally resolve the dispute commencing at the lowest administrative level and ending at the level of the Superintendent for the DISTRICT, and the County Administrative Officer for the COUNTY. If informal efforts at resolution are not successful, either party may elect mediation of the dispute by a neutral third party to be agreed upon by the parties. Costs of mediation shall be borne equally by the parties and the costs borne by the SHERIFF shall not be passed through the DISTRICT. If mediation is not successful, then either party may seek enforcement of the Agreement by way of a civil action in a court of competent jurisdiction. Venue for any dispute between the parties shall be the Superior Court of Santa Cruz County.

8. **NOTICE**

Any notice that is required under this Agreement shall be in writing, delivered by personal services or certified mail, return receipt requested, to the following persons:

For the DISTRICT:

President
Cabrillo Community College District
6500 Soquel Drive
Aptos, CA 95003

For the COUNTY:

Sheriff-Coroner
County of Santa Cruz
701 Ocean Street, Room 340
Santa Cruz, CA 95060

9. MODIFICATIONS TO AGREEMENT

Any modification to this Agreement shall be in writing, approved by the County Board of Supervisors and the District Board of Trustees, and signed by the authorized representatives of each party.

10. INTEGRATION CLAUSE

This Agreement contains the entire agreement between the parties hereto with respect to the matters addressed herein and supersedes all prior agreements, written or oral, between the parties on such matters.

11. SEVERABILITY CLAUSE

Should any provision of this Agreement be unenforceable, those provisions shall be considered severable, and the remaining provisions shall remain in effect.

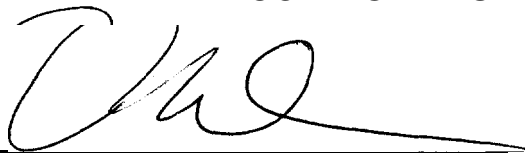
12. INDEPENDENT CONTRACTOR

The parties intend to form an independent contractor relationship through this Agreement. The SHERIFF'S employees performing services to DISTRICT under this Agreement are working under the direction and supervision of the SHERIFF. The parties intend that there be no joint employer relationship between the DISTRICT and the SHERIFF'S employees, nor is there any joint employer relationship between DISTRICT'S employees and the SHERIFF or COUNTY. The position of District Police Assistant shall be an employee of the DISTRICT and not of the SHERIFF or COUNTY.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

Dated: 6/5/00

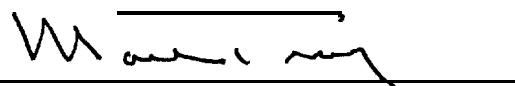
CABRILLO COMMUNITY COLLEGE DISTRICT

By: 

Pegi Ard
Assistant Superintendent and
Vice President

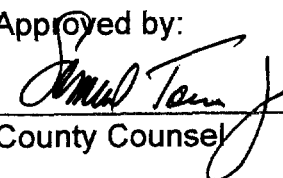
Dated: _____


COUNTY OF SANTA CRUZ

By: 

Mark S. Tracy
Sheriff-Coroner

Approved by:


County Counsel

 5-24-2000
County Risk Management

ATTACHMENT A
to
AGREEMENT TO PROVIDE POLICE SERVICES TO THE CABRILLO COMMUNITY
COLLEGE DISTRICT

EQUIPMENT AND SUPPLIES DETAIL

I. One-Time Cost Items (Costs incurred only when increasing staffing)	Cost
Walkie-Talkie	\$ 1,100
Firearm	450
Leathergear, Raingear, Flashlight	667
Additional Vehicle Costs: Redeployed Vehicle Infrastructure	5,285
Laptop Computer	3,000
TOTAL One-Time Cost Items	\$10,502
II. Annual Cost Items	
Uniform Replacement: Various replacement uniform items for deputies and security guards that are replaced under provisions of collective bargaining agreements Estimated annual cost approximately \$130 per employee X 4.5 FJE positions	585
TOTAL Annual Cost Items	\$ 585

ATTACHMENT B
to
AGREEMENT TO PROVIDE POLICE SERVICES TO THE CABRILLO COMMUNITY
COLLEGE DISTRICT

Cabrillo College Police Services Proposed Budget for Fiscal Year 2000-01

Budget Item	FY 00-01 Proposed Budget Amount
Regular Pay	\$ 230,991
Overtime	22,095
Differentials	8,904
Retirement	11,370
Insurance	34,335
OASDI	4,666
Unemployment Insurance	291
Worker's Compensation Insurance	24,652
Clothing Replacement	146
County Overhead	33,745
TOTAL Proposed FY 00-01 Baseline Budget	\$ 371,195
*Estimated MOU Increase (Effective 7/1/00)	17,787
TOTAL Estimated FY 00-01 Budget	\$ 388,982

*Estimated increased salary and benefit cost from pending collective bargaining agreement: 5%, effective 7/1/00. This estimated cost increase would equate to an increase of \$14,513 in salaries and benefits, \$1,657 increase in overtime and \$1,617 in overhead, for a total of \$17,787.

**SANTA CRUZ COUNTY
SHERIFF'S OFFICE**

1997 - 2000

**CABRILLO COLLEGE
POLICING CONTRACT
REPORT**

**MARK TRACY
SHERIFF-CORONER**

**By: Sergeant Richard Ross
and
Lieutenant Don Hutchison**

March 13, 2000

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EXECUTIVE SUMMARY

Over the last three years the Santa Cruz County Sheriffs Office has developed a strong and successful partnership with Cabrillo College. We have implemented a number of physical and operational security improvements and produced new safety programs on the college campus. More importantly, however, there is a sense of equality, mutual respect, and trust between us. We have been pro-active in creating crime prevention strategies and on a day-to-day basis we are continually looking for ways to demonstrate our openness and to improve the delivery of high-quality police and problem solving services to the college community.

We have prioritized our policing efforts at Cabrillo College to focus on customer service and satisfaction. This means responding to the needs of all of the special groups that work, study, visit and otherwise use the college campus. We believe that statistical performance accounting is important, therefore, our report reflects both a quantitative and qualitative approach to measuring officer and overall department effectiveness.

Crime Statistics

Since 1997, when the Sheriff's Office first began the policing contract with the college, violent crime is down 60%, property crime is down by 10% and a total computation of all crime is down by 11%.

Parking Control

Parking control accounts for a large portion of law enforcement's use of time and resources. We have made a number of significant improvements in the parking system and increased revenue by 150%. We have installed new parking meters in the visitor's lot, established 4 additional day-use parking permit dispensers, and hired 5 part-time parking enforcement personnel.

Live Scan Fingerprint System

This new electronic fingerprint submission technology allows us to provide easier, faster, and more accurate return of employee background checks. This system shortens the background clearance time for new employees by as much as six weeks. We provide this fingerprinting service free of charge to college employees for an annual cost savings of \$5,805. We also fingerprinted 572 people producing additional revenue of \$8,580.

Megan's Law Computer Access

We are providing free computer access to students, faculty and staff with information regarding registered sex offenders in California. Twelve faculty members have taken advantage of this program.

Bicycle Licensing

As part of our crime prevention program we have established a free bicycle licensing program to students, faculty and staff. Currently over fifty people have licensed their bicycles.

Cellular Phone Loan Program

Cellular phones are loaned out to faculty, staff members, organizations, and clubs to call for help or to report crime at locations where no telephones are available. Twenty-one people used this service in 1999.

Whistle Safety Program

Free whistles are provided to anyone on campus as part of a crime prevention strategy. If a person feels threatened or in danger, he/she is encouraged to blow the whistle until help arrives. One thousand and four hundred people took advantage of this very popular program.

Solar Powered Emergency Phones

Four solar powered cellular phones have been placed in the area of the sports fields and remote parking lots as part of our crime prevention and crime reporting system.

Bicycle Patrol

In our efforts to engage one-on-one with the campus community we have implemented a successful and well received program where the deputies patrol the campus on bicycle.

Campus Emergency Phone System

We have refurbished the campus emergency phone system, and by using a new vendor with a long-term service contract, we have saved costs on expensive repairs. This is important in order to provide 24 by 7 emergency calling reliability.

Vehicle Jump Start & Lock Out Services

Department personnel assisted over 400 people to jump start their car engines and to help them to enter their locked vehicles to retrieve their car keys.

FUTUREGOALS

Our future goals include working closer with the college community to develop innovative strategies for problem solving, increasing safety and reducing the fear of crime on the school campus.

We would like to conduct a survey by distributing a questionnaire to the students, faculty and staff to assess the success of our programs and to find out about what types of improvements we can make in the delivery of our policing services. As we move forward we realize that we cannot do the job of public safety alone. We recognize the importance of a close relationship with the college community. We invite diverse public input and feedback regarding college campus problems and our policing priorities and policies.

INTRODUCTION

In July 1997, the Cabrillo College Board of Trustees entered into a contract with the Santa Cruz County Sheriffs Office to provide law enforcement services to the Cabrillo College community. Our responsibilities include security, public service, community relations, crime prevention, community problem solving, public education, traffic control, law enforcement and a host of other duties.

A sheriffs sergeant manages the day-to-day operation of the college police department. This person reports to the college's vice-president of business services. The overall management of the Cabrillo College Division personnel and maintaining compliance with the law enforcement contract is the responsibility of a sheriffs district policing lieutenant.

The sheriffs sergeant supervises two deputies, three sheriffs security guards, two administrative staff members, part-time parking control personnel and a number of volunteers. The sheriff's uniformed college police personnel are on duty during the hours of 7:00 a.m. through midnight 365 days a year. During the hours of midnight to 7:00 a.m., police services are provided by the sheriffs regular patrol force.

Over the last three years, the Santa Cruz County Sheriffs Office has worked hard to provide the highest quality police services to Cabrillo College. The sheriff's office, by working in partnership with the students, faculty and staff can report a significant reduction in crime on the school campus. We should, however, continue to strive for better crime control and improved prevention tactics. Together we can build an even stronger and safer college community.

In this report we have outlined a number of our programs and services. We believe that it is a small measure of our overall effectiveness and our relationship at Cabrillo College.

LIVE SCAN FINGERPRINTING SYSTEM

We have installed the first of only two Live Scan fingerprint systems in Santa Cruz County at Cabrillo College. This new technology replaces the process of recording an individual's fingerprint patterns by rolling the fingers in ink and applying them to fingerprint card stock. Now we are able to digitize the fingerprint minutiae (the characteristics that make fingerprints unique). This method of digitizing enables us to electronically transfer in seconds the fingerprint image data along with your personal characteristics to a centralized computer at the Department of Justice in Sacramento.

This new method of computer automation technology allows us to provide easier, faster, and more accurate return of employee background checks. The Department of Justice is able to process up to ninety-five percent of our electronic applicant fingerprint submissions within 72 hours or less. In those instances where a complete record is not available or manual processing is required, or if an agency does not have or use this new technology, they must rely on sending them through the U.S. Postal Service which is a rather slow process.

When a person is fingerprinted, the electronic fingerprint data arrives in Sacramento where the Automated Fingerprint Identification System (AFIS) takes the information and immediately scans for prior criminal records. If no record is found, the requesting agency is immediately notified. If a criminal record is found, the information is automatically forwarded to the Applicant Response Unit located within the Department of Justice. The information is then compared against the criminal record and a determination is made on whether this information can be legally disseminated.

The Department of Justice also coordinates and shares processing results with the Federal Bureau of Investigation in Washington D.C.

In addition to the Live Scan System, we still use the old method of rolling fingerprints for agencies that do not have new technology or can not comply with Department of Justice standards. This system still requires up to six weeks for criminal record information regarding the applicants.

The service fee for fingerprinting is fifteen dollars. In 1999, we fingerprinted 572 people producing revenue of \$8,580. We provide this service free of charge to Cabrillo employees for an annual cost savings to the college of \$5,805.

MEGAN'S LAW

Under new California law, the public has been granted the right to access information regarding convicted sex offenders. Due to the high recidivism rates of these criminals, they are required to register their whereabouts throughout their lives. Since registered sex offenders can attend Cabrillo College and live in all communities, we are providing free computer access to this information at the College Police Department. Twelve faculty members have taken advantage of this program.

This history, and name of this statute, began in 1994 in Hamilton Township, New Jersey. A seven-year-old girl named Megan Kanka was murdered by a convicted sex offender who lived across the street from the family. Many believed that this death could have been avoided had the family been aware of the serious criminal history of their neighbor.

Following this tragic crime, New Jersey passed legislation called Megan's Law to inform the public about dangerous sex offenders in living in their communities. The Federal Government supported this measure and many states followed suit, including California.

The California Department of Justice has categorized registered sex offenders in three categories. They are high risk, serious and other. Only high risk and serious risk sex offender information is released to the public. There are also very specific guidelines in order to view this information. It includes not being a sex-offender yourself, presenting valid identification, and signing a waiver that the information will not be used illegally. The Department of Justice sends updates to this data base on a CD-ROM which we up-date monthly.

ESCORT SERVICE

Frequently, students, faculty or staff members work late at night and may not feel comfortable walking to their car parked in a remote lot or to walk to another dark building. We are sensitive to these safety concerns, therefore, anytime anyone desires an officer to accompany them safely to their car or to another building, we make ourselves available to perform this personalized service.

VEHICLE JUMP-STARTS & LOCKOUTS

All of our patrol cars are equipped with a "jump-box" or self-contained battery unit which allows for the quick, simple and safe re-start of dead batteries. The jump-box allows us to re-start any car regardless of where or how it is parked. We no longer have to park next to the vehicle and extend long jumper cables from our car to the customer's car. This useful, well appreciated, service is available to anyone on both the Watsonville and Aptos campuses. Our department

jump-started over two-hundred stranded motorists on the campus last year.

Our officers are also frequently called upon to unlock cars where the keys are left inside. Each patrol car is provided with equipment to help us gain entry into the customers car. Unfortunately, due to safety concerns, we are not able to offer this service to customers whose vehicles are equipped with electric locks or to newer vehicles furnished with side-impact air bags. Last year, our officers successfully unlocked over two-hundred car doors for students, faculty and staff.

CELLULAR PHONE LOAN PROGRAM

We have four cellular phones that we loan out to faculty, staff members, organizations, and clubs. These phones are used to call for help or to report crime or other emergencies at locations where no telephones are available. One of the sites where these phones are useful is the observatory. Twenty-one people used this service in 1999.

CRIME PREVENTION AWARENESS PROGRAM

In our continuing effort to reduce the opportunity for criminals to victimize people who work, visit, or study on our college campus, we have introduced a written notification system that is meant to inform and to educate the public about crime prevention strategies. We have learned that the public is not always aware of crime risk factors and that their own lapses in security can often and unintentionally lead them to becoming the victim of a crime. Anytime an officer discovers a circumstance or situation that may be a target of criminal activity, a written safety reminder is left at the site to bring special attention to the problem. Examples of security risks include: leaving valuables in plain view in a parked car, leaving doors unlocked, and an unattended purse. The notice that we leave reads "While you were gone, I was here! Had I been a thief, I could have easily taken your property. The form provides further crime prevention information and asks for their help in safely protecting their property.

BICYCLE LICENSE PROGRAM

Preventing the theft of bicycles on a college campus is extremely important to us. We know that students usually have few material possessions and are especially vulnerable to this type of crime. They are also least able to afford the loss and understandably it may affect their sense of safety and security. With this in mind, we established a free bicycle licensing program through the California Department of Motor Vehicles. This valuable service is also available to faculty and staff.

The licensing program allows us to register your bicycle's serial number into a state-wide data base which assists law enforcement in theft recovery. Additionally, the licensing sticker, which is affixed to the frame of the bicycle, discourages criminals from taking the bicycle in the first place.

SOLAR POWERED EMERGENCY PHONES

We recognize the need to provide the best possible safety and security and reporting system throughout the college campus, therefore, we have improved the four solar powered emergency phones at remote sports fields and parking lots. Our new service contract provides for daily testing of the phone system signal to ensure 24 by 7 reliability.

WHISTLE SAFETY PROGRAM

In collaboration with the Cabrillo College Student Senate, Student and Business Services we have established a extremely popular whistle safety program. Last year, we handed out 1,400 free whistles to students, faculty and staff. People are instructed to carry it with them at all times usually on a key chain. If they feel threatened or in danger, they should blow the whistle continuously until help arrives. Those that can hear the whistle are instructed to investigate and solicit the help of others. All of the whistles are imprinted with the Cabrillo College logo.

SHERIFF'S BICYCLE PATROL

As part of our efforts to engage more one-on-one with the college community we implemented a bicycle patrol for all of our deputies. By placing deputies on bikes we have allowed more direct interaction between the people and their police. It has been well received by everyone and we have benefitted greatly by engaging with the student, faculty, visitors and staff. The bicycles are also more environmentally friendly and allow us to move about the campus quickly and efficiently.

The college bicycle program has proved so popular that we have expanded it into the operation of the entire Sheriff's Office. We now use the college campus as a training facility for our bicycle safety program. Eighteen deputies have completed this certified peace officer training. We have also begun using bicycle patrols at the county fair, 4th of July parades, county parks patrol and major community events. Thanks to the support of the college we currently have twelve fully equipped bicycles in our inventory.

Santa Cruz County Sheriff's Office

Mission

Our mission is to be united with local communities to make Santa Cruz County a place where all people can live safely and without fear.

Vision

The Santa Cruz County Sheriff's Office has a proud history of aggressively attacking crime in a proactive and timely manner. We strive to maintain the highest standards of professional ethics and personal integrity, and we are committed to the proper treatment of those in custody. We are also committed to developing and applying community-based policing and problem-solving techniques. To this end, we augment our use of time-tested police and corrections methods with innovative approaches to community protection and involvement.

Core Values

In our professional responsibilities, we value:

- Excellence and effectiveness solving crime and community problems
- Partnerships with the community
- Flexibility in adapting to change
- Risk taking, innovation and creativity
- Equal protection and service for all
- Quality training and commitment to personal and professional growth
- Managing all of our resources prudently and effectively
- Ongoing evaluation of our progress

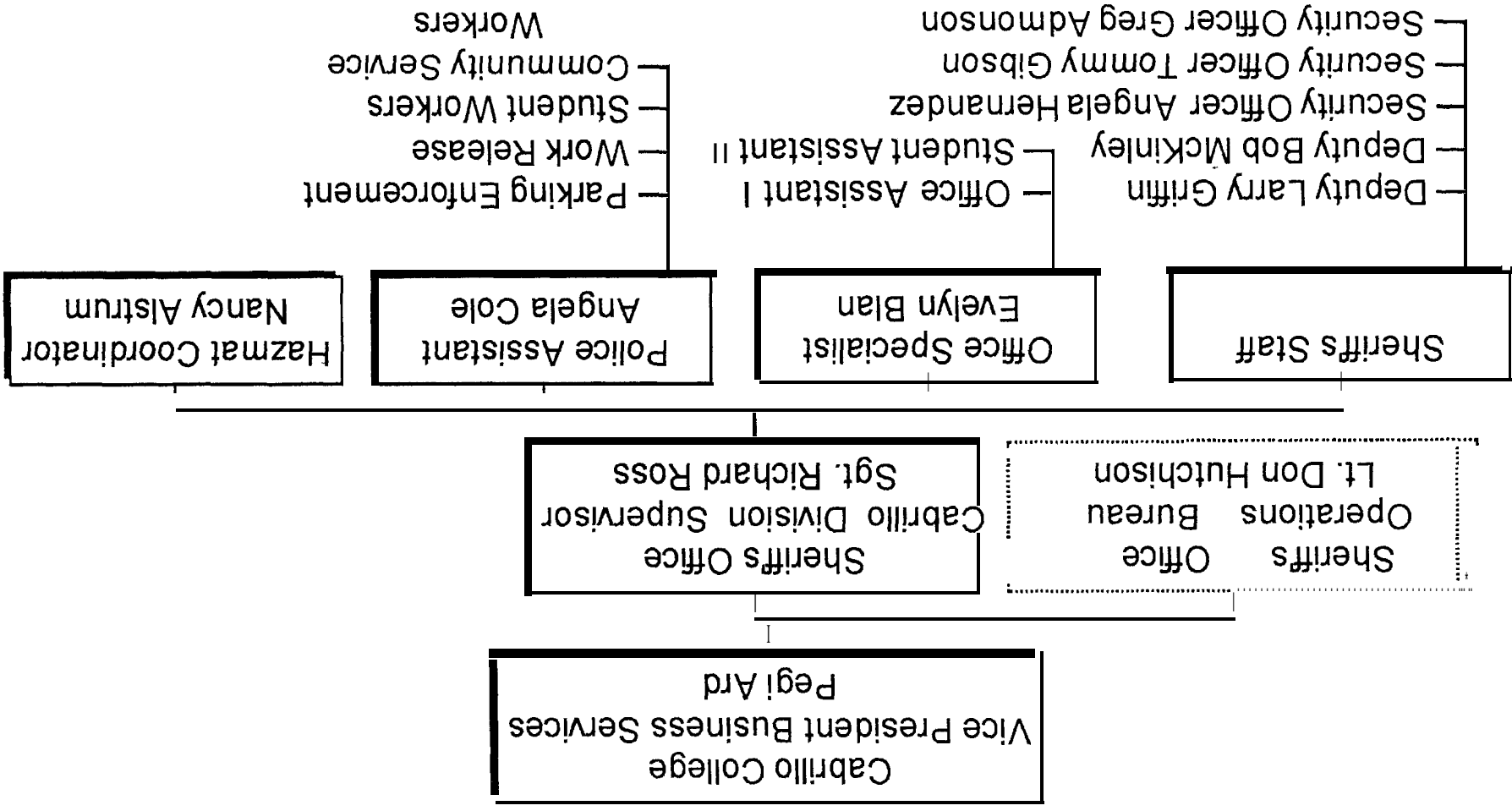
In our individual conduct and relationships with others, we value:

Integrity and ethical behavior
Respect for the rule of law and for the dignity of all people
The acceptance of responsibility and accountability for our actions
Empathy and compassion for others
Direct and open communications
The acceptance of healthy, respectful disagreement
Problem resolution methods that are supportive and positive for all involved

Dated

Mark S. Tracy
Sheriff-Coroner

Santa Cruz County Sheriff's Office Cabrillo College Division



FINGERPRINTING (Ink Cards)			
1996	1997	1998	1999
N/A	522	732	336

LIVE SCAN FINGERPRINTING SERVICES				
1999	CABRILLO EMPLOYEES	PUBLIC	NON- PROFITS	TOTALS
JANUARY	7	0	0	7
FEBRUARY	42	1	0	43
MARCH	40	10	0	50
APRIL	25	4	0	29
MAY	17	33	0	50
JUNE	26	33	21	80
JULY	22	4	1	27
AUGUST	80	18	22	120
SEPTEMBER	61	32	6	99
OCTOBER	24	33	12	69
NOVEMBER	28	33	4	65
DECEMBER	15	35	14	64
TOTALS	387	236	80	703

**SANTA CRUZ COUNTY SHERIFF'S OFFICE
CABRILLO COLLEGE DIVISION**

CRIME STATISTICS			
	1997	1998	1999
Violent Crimes			
Homicides	0	0	0
Rape	0	0	0
Aggravated Assault	3	1	0
Simple Assault	3	1	0
Battery	1	0	2
Robbery	0	0	0
TOTALS	7	2	2
Property Crimes			
Burglary	24	13	17
Motor Vehicle Theft	0	0	0
Theft	27	27	25
Vandalism	13	18	12
TOTALS	64	58	54
Other Crimes			
Fraud	3	0	0
Exposure	2	2	3
Bomb Threats	0	0	1
Arson	1	0	0
Weapon Offenses	0	0	0

CRIME STATISTICS			
Drug Offenses	1	0	1
Alcohol Offenses	1	1	2
Hate Crimes	0	1	0
Other	2	3	6
TOTALS	12	9	19

ARRESTS		
1997	1998	1999
0	4	3

DEPUTY STATISTICS			
	1997*	1998	1999
Money Transfers		2718	3499
Door Security Actions		1635	2829
Citizen/Police Service Requests		4194	4098
Security Checks		1865	4587
Vehicle Lockouts		195	200
Vehicle Jumpstarts		191	123
Alarms Responses		283	542
Incident Reports		474	502
Traffic Cites		14	64

PARKING CITATIONS		
1997	1998	1999
2737	5517	7069

***In 1998, the college no longer required students to purchase a parking permit or bus pass'as part of the registration process.**