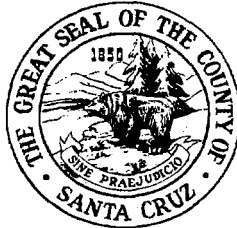

 SHERIFF-CORONER



 COUNTY OF SANTA CRUZ

 MARK TRACY
 SHERIFF-CORONER

 701 OCEAN ST, ROOM 340, SANTA CRUZ, CALIFORNIA 95060
 PHONE (831) 454-2414 FAX (831) 454-2353 TDD (831) 454-2123

January 4, 2001

Agenda: January 23, 2001

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). On March 7, 2000 your Board authorized the Sheriff's Office to enter into a long-term law enforcement training agreement to provide POST certified training to our staff. Our current agreement covers the 18-month period from January 1, 2000 through June 30, 2001.

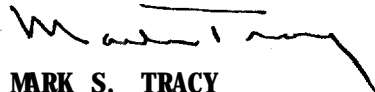
In FY 99/00 \$4,000 was obligated to pay training costs for the initial six month period of January 1, 2000 through June 30, 2000. During FY 00/01 budget hearings your Board approved \$7,800 to fund this contract for the next twelve month period ending on June 30, 2001. County procedures mandate that we return to your Board to obtain approval for contract cost increases which exceed 10% of the previous year amount. The cost increase for this training contract is due to funding for the full twelve months compared with six in the prior year. Please note that the overall cost rate for training per student has not changed and remains constant over the life of this agreement.

Our partnership with Cabrillo College has created a strong local program that provides improved training and that ensures that law enforcement duties and responsibilities are fulfilled and legal mandates are met. Additionally, this agreement has enabled the College to more effectively plan, allocate and commit resources to benefit the Sheriff's Office training program. The cost of \$11 per course unit plus a small Student Center Fee is consistent with what is charged by other State community colleges and is

very cost effective when compared with 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.

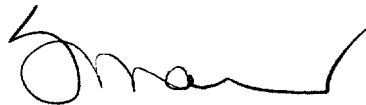
It is, therefore, recommended that your Board approve the law enforcement training contract between the Sheriff's Office and Cabrillo College for FY 00/01 at a cost not to exceed \$7,800.

Very truly yours,



MARK S. TRACY
Sheriff-Coroner

RECOMMENDED:



SUSAN A. MAURIELLO
County Administrative Officer

Attachment:

1. Agreement between Cabrillo Community College District and Santa Cruz County Sheriff's Office, "Confirmation of Class Offering," (5 pages)
2. ADM 29, FY 00/01.

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF -AGREEMENT

0179

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

FROM: Sheriff Coroner (Dept.)
[Signature] (Signature) 1/2/01 (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's Office (Agency) and Cabrillo College, 6500 Soquel Dr., Aptos CA 95003 (Name & Address)
- The agreement will provide state mandated law enforcement training to Sheriff's Office personnel.
- The agreement is needed to comply with State law and because the County does not provide this service.
- Period of the agreement is from July 1, 2000 to 6/30/2001
- Anticipated cost is \$ 7,800 (Fixed amount; Monthly rate; Not to exceed)
- Remarks: Continuing agreement through 6/30/01
Fy 99/00 Contract # was ~~0092038~~ 0092038
- Appropriations are budgeted in 661100 (Index#) 4171 (Subobject)

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

Appropriations are available and have been encumbered. Contract No. 0002038 Date 1/03/01
By Cathy Small Deputy
GARY A. KNUTSON, Auditor - Controller

Proposal reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the Sheriff-Coroner to execute the same on behalf of the County of Santa Cruz (Agency).
County Administrative Officer

Remarks: _____ (Analyst) By [Signature] Date 1/3/00

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

*To Orig. Dept. if rejected.

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

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AGREEMENT BETWEEN

0057

CABRILLO COMMUNITY COLLEGE DISTRICT
6500 Soquel Drive
Aptos, CA 95003

and

Santa Cruz County Sheriffs 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.

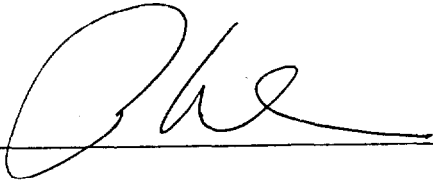
~~0061~~

Persons responsible for implementation of this agreement:

Department Sergeant Mike McMillan (Name of Department Training Officer)
Phone No. (831)454-2996 (Phone of Department Training Officer)

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

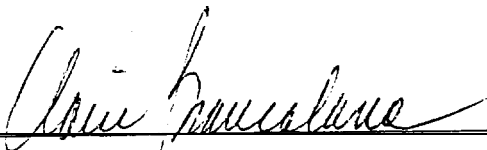
APPROVED:

By: 

Date: 3/27/00

Pegi Ard, Vice President, Business Services

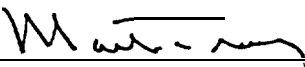
CABRILLO COMMUNITY COLLEGE DISTRICT

By: 

Date: 3/24/00

Claire Biancalana, Assistant Superintendent/Vice President, Instruction

CABRILLO COLLEGE

By: 

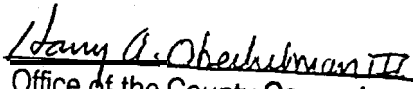
Date: March 8, 2000

(Print Name) Mark Tracy

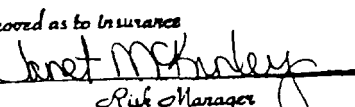
(Print Title) Sheriff-Coroner

Santa Cruz County Sheriffs Office

APPROVED AS TO FORM:

By: 
Office of the County Counsel
1/24/00

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Approved as to Insurance
By: 
Risk Manager

Date: 1-27-2000