



Board Agenda Item 29

DATE: May 25, 2021

TO: Board of Supervisors

SUBMITTED BY: Margaret Mims, Sheriff-Coroner-Public Administrator

SUBJECT: Retroactive Agreement with Fresno City College, a college of the State Center Community College District

RECOMMENDED ACTION(S):

Approve and authorize the Chairman to execute a revenue Agreement with Fresno City College, a college of the State Center Community College District, effective from May 1, 2021 through June 30, 2024.

Approval of the recommended action will continue the County's partnership with Fresno City College (FCC), a college of the State Center Community College District (SCCCD), which will allow the Sheriff's Office to continue offering law enforcement educational courses and instruction through FCC Police Academy for three, one-year periods. The proposed agreement also allows the County to receive 58% in academic year 2021-2022, 59% in academic year 2022-2023, and 60% in academic year 2023-2024 of the state base apportionment earned due to eligible instructional Full-Time Equivalent Student (FTES) hours (i.e. based on a percentage of the fees collected for the instructional courses). This enables the County to offset a portion of the cost for the Sheriff's Training Unit. This item is countywide.

ALTERNATIVE ACTION(S):

There is no viable alternative action. No viable alternative action exists to provide reimbursement costs for law enforcement in-service education. The income service agreement provides money to offset a portion of the costs to provide the education to public safety personnel. The classes exist to educate public safety personnel thus improving the service to the community. Without the reimbursement funds, in-service education classes would be reduced, limited, or personnel would be sent to costly outside venues to receive California POST mandated training.

RETROACTIVE:

This recommended agreement is retroactive due to the length of time required for approval of the agreement. The signed agreement was received from FCC on May 10, 2021.

FISCAL IMPACT:

There is no increase in Net County Cost associated with the recommended action. The recommended revenue agreement will enable the continuation of the FCC law enforcement educational courses and instructional courses for Sheriff employees. The law enforcement educational courses and instruction are authorized by the California Education Code and Title 5 of the California Code of Regulations to conduct instruction, assessment and counseling services to serve community needs. Under the recommended agreement revenues from FCC are estimated to be based on a percentage per year. FCC shall pay the

County 58% in academic year 2021-2022, 59% in academic year 2022-2023 and 60% in academic year 2023-2024 of the state base apportionment earned due to eligible instructional FTES hours. The estimated number of student hour(s) reimbursement under this agreement will be in the range of 7,000 to 10,000. FCC receives a yearly budget to reimburse the local agencies for this service.

The Sheriff's Training Unit is responsible for providing training for the Sheriff employees. Under the recommended agreement the cost for FY 2020-21 training is \$64,389 (560 hours of training x Master Schedule of Fees rate of \$114.98 for a Deputy Sheriff). The revenue from FCC is estimated to partially offset the personnel costs associated for training under the recommended agreement. The estimated number of student hour(s) reimbursement under this agreement will be in the range of 7,000 to 10,000. The remaining cost of \$19,316 is included as Net County Cost for the first year. Anticipated revenue for the second year will be budgeted at \$25,000 for the Sheriff's Org 3111 FY 2021-22 recommended budget and the remaining \$18,856 will be included as Net County Cost for the second year. Anticipated revenue for the third year will be budgeted at \$25,000 for the Sheriff's Org 3111 FY 2022-23 recommended budget and the remaining \$18,396 will be included as Net County Cost for the third year. Sufficient appropriations and estimated revenue will be included in future budget requests.

Classes that are eligible for reimbursement through FCC may also be eligible to be reimbursed by Peace Officer Standards Training (POST). It is anticipated that some of the cost for the courses will be reimbursed by POST as a first revenue source; therefore actual revenue from the FCC will be significantly less.

DISCUSSION:

On June 5, 2018, your Board approved an agreement for FY 2017-18 that allowed the Sheriff's Office to continue its partnership with SCCC at the rate of \$3.50 per student instructional hour. The Sheriff's Office receives revenue from SCCC based on a rate per hour for the current Agreement A-18-286, whereas in the new agreement it will be based on a percentage of the fees collected for the instructional courses. Therefore, the Sheriff's Office on behalf of the County terminated the current agreement upon written notice to FCC effective as of April 30, 2021.

The approval of the recommended action will allow the Sheriff's Office, through FCC, to provide law enforcement training courses through FCC's Police Academy. The partnership is very beneficial, since FCC will provide ancillary and support services (i.e., counseling, guidance, and job placement assistance) and college credits to Police Academy students. Since the Sheriff's Office provides instructors for the course, the FCC pays the County 58% in academic year 2021-2022, 59% in academic year 2022-2023, and 60% in academic year 2023-2024 of the state base apportionment earned due to eligible instructional FTES hours. This is the same amount paid to other law enforcement agencies for the same type of services. Most of the instructional hours are for new hires going through the Fresno City College Police Academy.

The agreement with FCC differs from the County's model contract in that it contains a mutual indemnification clause. This has the effect of making each party responsible for losses, costs, expenses, liabilities, damages, or claims arising from their own actions or inactions.

This agreement can be terminated by either party upon written notice given to the other party at least thirty days prior to the end of the term in which classes are currently in session. The recommended agreement with FCC will be effective May 1, 2021 through June 30, 2024. Fresno and Clovis Police Departments signed their Instructional Service Agreement with the three-year term. Therefore, the recommended agreement is also for a three-year term, to be consistent with neighboring agencies, and to allow for a quicker renewal process.

REFERENCE MATERIAL:

BAI #25, October 20, 2020
BAI #29, June 5, 2018

ATTACHMENTS INCLUDED AND/OR ON FILE:

On file with Clerk - Agreement with SCCC

CAO ANALYST:

Yussel Zalapa