



County of Fresno

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Legislation Details (With Text)

File #: 18-0281

On agenda: 6/5/2018

Final action: 6/5/2018

Enactment date:

Enactment #: Agreement No. 18-286

Title: Approve and authorize the Chairman to execute a revenue Agreement with the State Center Community College District, effective from July 1, 2018 through June 30, 2022, not to exceed \$183,750 per year

Attachments: 1. Agenda Item, 2. Agreement A-18-286 with SCCCD

Date	Ver.	Action By	Action	Result
6/5/2018	1	Board of Supervisors	Approved (Consent Agenda)	Pass

DATE: June 5, 2018

TO: Board of Supervisors

SUBMITTED BY: Margaret Mims, Sheriff-Coroner

SUBJECT: Agreement with State Center Community College District

RECOMMENDED ACTION(S):

Approve and authorize the Chairman to execute a revenue Agreement with the State Center Community College District, effective from July 1, 2018 through June 30, 2022, not to exceed \$183,750 per year.

Approval of the recommended action will continue the County's partnership with the State Center Community College District (SCCCD) for the Sheriff-Coroner's Office to continue offering law enforcement educational courses and instruction through Fresno City College's (FCC) Police Academy for four, one year periods. The proposed agreement also allows the County to receive \$3.50 per student instructional hour for each student and offsets a portion of the cost for the Sheriff-Coroner's Training Unit. This item is countywide.

ALTERNATIVE ACTION(S):

There is no viable alternative action. 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.

FISCAL IMPACT:

There is no increase in Net County Cost associated with the recommended action. The recommended revenue agreement continues the SCCCD student instructional hourly rate at \$3.50 per student. FCC receives a yearly budget to reimburse the local agencies for this service.

The Sheriff-Coroner's Training Unit is responsible for providing training for the Sheriff-Coroner employees. Under the recommended agreement the cost for FY 2017-18 training is \$42,584 (400 hours of training x Master Schedule of Fees rate of \$106.46 for a Deputy Sheriff). Of this total, the SCCCD is estimated to provide revenue in the amount of \$25,000 to partially offset the personnel costs associated with the training.

The estimated number of student hour(s) reimbursement under this agreement will be in the range of 7,000 to 10,000. The Sheriff's Org 3111 FY 2017-18 adopted budget includes \$25,000 in revenue from the SCCCD and the remaining cost of \$17,584 is included as Net County Cost. Sufficient appropriations and revenue will be included in future budget requests.

It should be noted that the revenue cap for this agreement is \$183,750 per year (52,500 student instructional hours times \$3.50 per instructional hour). However, classes that are eligible for \$3.50 per instructional hours and Peace Officer Standards Training (POST) funds (estimated at \$91,000 per year) are reimbursed by POST as a first revenue source. Therefore, actual revenue from the SCCCD is significantly less than the contract maximum.

DISCUSSION:

On May 24, 2016, your Board approved an agreement for FY 2016-17 that allowed the Sheriff-Coroner's Office to continue its partnership with SCCCD at the rate of \$3.50 per student instructional hour.

The approval of the recommended action will allow the Sheriff-Coroner'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-Coroner's Office provides instructors for the course, the SCCCD pays the County \$3.50 for each student instructional hour. 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 SCCCD differs from the County's model contract in that it contains a mutual hold harmless clause. This has the effect of making each party responsible for losses arising from their own negligent acts.

This agreement can be terminated by either party with thirty days advance written notice. The proposed agreement with SCCCD will be effective July 1, 2018 through June 30, 2022. Fresno and Clovis Police Departments signed their Instructional Service Agreement with the four year term. Therefore, the recommended agreement is also for a four-year term, to be consistent with neighboring agencies, and to allow for a quicker renewal process.

REFERENCE MATERIAL:

BAI # 31, May 24, 2016
BAI # 30, October 17, 2017

ATTACHMENTS INCLUDED AND/OR ON FILE:

On file with Clerk - Agreement with SCCCD

CAO ANALYST:

Jeannie Z. Figueroa